

ORIGINAL

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2 SCOTTLINN J HUBBARD, IV, SBN 212970
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CLERK US DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

BY DEPUTY

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA

12 BARBARA HUBBARD,

14 Plaintiff,

15 vs.

16 PLAZA BONITA, LP; WESTFIELD
17 AMERICA, INC.; JCPENNY
18 COMPANY, INC. dba JCPENNEY
19 #634-6; JCPENNEY PROPERTIES,
20 INC.; CBC RESTAURANT CORP.
21 dba CORNER BAKERY CAFE
22 #257; MAX RAVE, LLC dba RAVE
23 #647; THE INDIANA FINISH
24 LINE, INC. dba FINISH LINE #406;
25 MAX RAVE, LLC dba RAVE GIRL
26 #521; VANS, INC. dba VANS
27 TENNIS SHOES #63; FLAVA
28 ENTERPRISES, INC. dba HOUSE
OF FLAVA; JOHNNY ROCKETS
INTERNATIONAL, INC. dba
JOHNNY ROCKETS; APPLE
SOCAL, LLC dba APPLEBEE'S

No. '09 CV 1581

JLS JMA

Plaintiff's Complaint

Hubbard v. Plaza Bonita, LP, et al.
Plaintiff's Complaint

1 NEIGHBORHOOD GRILL & BAR }
 2 #5714; MOTHERS WORK, INC. }
 3 dba MOTHERHOOD MATERNITY }
 4 #373; J.M. HOLLISTER, LLC dba }
 5 HOLLISTER #278; FOREVER 21 }
 6 RETAIL, INC. FOREVER 21; }
 7 LERNER NEW YORK, INC. dba }
 8 NEW YORK & CO. #852; A E }
 9 RETAIL WEST, LLC dba }
 10 AMERICAN EAGLE }
 11 OUTFITTERS; ATHLEISURE, }
 12 INC. dba SUN DIEGO SURF & }
 13 SPORT; ROX FOX CO.; HOT }
 14 TOPIC, INC. dba TORRID #5056; }
 15 THE WET SEAL RETAIL, INC. dba }
 16 WET SEAL #70; VICTORIA'S }
 17 SECRET STORES, LLC dba }
 18 VICTORIA'S SECRET #567; }
 19 STEVE T. YU dba VIBE; }
 20 FREDERICKS OF HOLLYWOOD }
 21 STORES, INC. dba FREDERICKS }
 22 OF HOLLYWOOD #215; }
 23 MICHAEL CHEN dba CASUAL }
 24 TIME; SUSAN CHEN dba }
 25 CASUAL TIME; CHARLOTTE }
 26 RUSSE, INC. dba CHARLOTTE }
 27 RUSSE #6; KAP DO NO dba }
 28 REVOLUTION; EXPRESS }
 FASHION APPAREL, LLC dba }
 EXPRESS #762; RAVE, INC. dba }
 RAVE #654; BORDERS, INC. dba }
 BORDERS BOOKS & MUSIC; }
 ROHRBACK 1, LLC dba }
 DICKEY'S BARBECUE PIT; SAM }
 CHUL KWON dba REFERENCE 5; }
 NO FEAR RETAIL STORES, INC. }
 dba NO FEAR #54; JBW OF }
 WASHINGTON, LLC dba ROMY; }
 CORNERSTONE APPAREL, INC. }

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1 dba PAPAYA CLOTHING; HOT
2 TOPIC, INC. dba HOT TOPIC;
3 PACIFIC SUNWEAR STORES
4 CORP. dba AMERICAN EAGLE
5 #873; VANS HENNES &
6 MAURITZ GBC AB, LLC dba
7 VANS; BODY BASICS WEST,
8 INC. dba BODY BASICS,
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10 Defendants.
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I. SUMMARY

1. This is a civil rights action by plaintiff Barbara Hubbard ("Hubbard") for discrimination at the building, structure, facility, complex, property, land, development, and/or surrounding business complexes known as:

Common Areas

3030 Plaza Bonita Road
National City, CA 91950
(APN 564-471-02, 05, 07, 08, 09, 10; 564-472-03, 04)
(hereafter "the Plaza Bonita Common Area Facility")

Corner Bakery Café #257
3030 Plaza Bonita Road, Suite 2500
National City, CA 91950
(hereafter "the Corner Bakery Facility")

Rave #647
3030 Plaza Bonita Road, Suite 2344
National City, CA 91950
(hereafter "the Rave Facility")

Finish Line #406
3030 Plaza Bonita Road, Suite 2224
National City, CA 91950
(hereafter "the Finish Line Facility")

Rave Girl #521
3030 Plaza Bonita Road, Suite 1058
National City, CA 91950
(hereafter "the Rave Girl Facility")

Vans Tennis Shoes #63
3030 Plaza Bonita Road, Suite 1012
National City, CA 91950
(hereafter "the Vans Facility")

1 House of Flava
2 3030 Plaza Bonita Road, Suite 1188
3 National City, CA 91950
4 (hereafter "the House of Flava Facility")

5 Johnny Rockets
6 3030 Plaza Bonita Road
7 National City, CA 91950
8 (hereafter "the Johnny Rockets Facility")

9 Applebee's Neighborhood Grill & Bar #5714
10 3030 Plaza Bonita Road, Suite 1298
11 National City, CA 91950
12 (hereafter "the Applebee's Facility")

13 Motherhood Maternity #373
14 3030 Plaza Bonita Road, Suite 1064
15 National City, CA 91950
16 (hereafter "the Motherhood Facility")

17 Hollister
18 3030 Plaza Bonita Road, Suite 2288
19 National City, CA 91950
20 (hereafter "the Hollister Facility")

21 Forever 21
22 3030 Plaza Bonita Road
23 National City, CA 91950
24 (hereafter "the Forever 21 Facility")

25 New York & Co. #852
26 3030 Plaza Bonita Road, Suite 1144
27 National City, CA 91950
28 (hereafter "the New York & Co. Facility")

American Eagle Outfitters
3030 Plaza Bonita Road, Suite 2200
National City, CA 91950
(hereafter "the American Eagle Facility")

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1 Sun Diego Surf & Sport
2 3030 Plaza Bonita Road, Suite 1160
3 National City, CA 91950
4 (hereafter "the Sun Diego Facility")

5 Rox Fox
6 3030 Plaza Bonita Road, Suite 1326
7 National City, CA 91950
8 (hereafter "the Rox Fox Facility")

9 Torrid #5056
10 3030 Plaza Bonita Road, Suite 2076
11 National City, CA 91950
12 (hereafter "the Torrid Facility")

13 Wet Seal #70
14 3030 Plaza Bonita Road, Suite 2410
15 National City, CA 91950
16 (hereafter "the Wet Seal Facility")

17 Victoria's Secret #567
18 3030 Plaza Bonita Road, Suite 1206
19 National City, CA 91950
20 (hereafter "the Victoria's Secret Facility")

21 Vibe
22 3030 Plaza Bonita Road, Suite 1465
23 National City, CA 91950
24 (hereafter "the Vibe Facility")

25 Fredericks of Hollywood #215
26 3030 Plaza Bonita Road, Suite 2280
27 National City, CA 91950
28 (hereafter "the Fredericks Facility")

Causal Time
3030 Plaza Bonita Road, Suite 1184
National City, CA 91950
(hereafter "the Causal Time Facility")

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1 Charlotte Russe #6
2 3030 Plaza Bonita Road, Suite 1256
3 National City, CA 91950
4 (hereafter "the Charlotte Russe Facility")

5 Revolution
6 3030 Plaza Bonita Road, Suite 1155
7 National City, CA 91950
8 (hereafter "the Revolution Facility")

9 Express #762
10 3030 Plaza Bonita Road, Suite 2222
11 National City, CA 91950
12 (hereafter "the Express Facility")

13 Aeropostale #654
14 3030 Plaza Bonita Road, Suite 2304C
15 National City, CA 91950
16 (hereafter "the Aeropostale Facility")

17 Borders Books & Music
18 3030 Plaza Bonita Road, Suite 2540
19 National City, CA 91950
20 (hereafter "the Borders Facility")

21 Dickey's Barbecue Pit
22 3030 Plaza Bonita Road, Suite 1108
23 National City, CA 91950
24 (hereafter "the Dickey's Facility")

25 Reference 5
26 3030 Plaza Bonita Road, Suite 1336
27 National City, CA 91950
28 (hereafter "the Reference 5 Facility")

No Fear #54
3030 Plaza Bonita Road, Suite 1450
National City, CA 91950
(hereafter "the No Fear Facility")

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1 Romy
2 3030 Plaza Bonita Road, Suite 1475
3 National City, CA 91950
4 (hereafter "the Romy Facility")

5 Papaya Clothing
6 3030 Plaza Bonita Road, Suite 1006
7 National City, CA 91950
8 (hereafter "the Papaya Facility")

9 Hot Topic
10 3030 Plaza Bonita Road, Suite 2066
11 National City, CA 91950
12 (hereafter "the Hot Topic Facility")

13 PacSun #873
14 3030 Plaza Bonita Road, Suite 2072
15 National City, CA 91950
16 (hereafter "the PacSun Facility")

17 H & M
18 3030 Plaza Bonita Road, Suite 2232
19 National City, CA 91950
20 (hereafter "the H & M Facility")

21 Body Basics
22 3030 Plaza Bonita Road, Suite 1180
23 National City, CA 91950
24 (hereafter "the Body Basics Facility")

25 2. Pursuant to the Americans with Disabilities Act of 1990, (42 U.S.C.
26 §§ 12101 et seq.), and related California statutes, Hubbard seeks damages,
27 injunctive and declaratory relief, and attorney fees and costs, against:

- 28 • Plaza Bonita, LP and Westfield America, Inc. (hereinafter the "Plaza
Bonita Common Area Defendants")

- 1 • CBC Restaurant Corp. dba Corner Bakery Café #257; Bonita Plaza, LP;
2 and, Westfield America, Inc. (hereinafter the “Corner Bakery
3 Defendants”)
- 4 • Max Rave, LLC dba Rave #647; Bonita Plaza, LP; and, Westfield
5 America, Inc. (hereinafter the “Rave Defendants”)
- 6 • The Indiana Finish Line, Inc. dba Finish Line #406; Bonita Plaza, LP; and,
7 Westfield America, Inc. (hereinafter the “Finish Line Defendants”)
- 8 • Max Rave, LLC dba Rave Girl #521; Bonita Plaza, LP; and, Westfield
9 America, Inc. (hereinafter the “Rave Girl Defendants”)
- 10 • Vans, Inc. dba Vans Tennis Shoes #63; Bonita Plaza, LP; and, Westfield
11 America, Inc. (hereinafter the “Vans Defendants”)
- 12 • Flava Enterprises, Inc. dba House of Flava; Bonita Plaza, LP; and,
13 Westfield America, Inc. (hereinafter the “House of Flava Defendants”)
- 14 • Johnny Rockets International, Inc. dba Johnny Rockets; Bonita Plaza, LP;
15 and, Westfield America, Inc. (hereinafter the “Johnny Rockets
16 Defendants”)
- 17 • Apple SoCal, LLC dba Applebee’s Neighborhood Grill & Bar #5714;
18 Bonita Plaza, LP; and, Westfield America, Inc. (hereinafter the
19 “Applebee’s Defendants”)
- 20 • Mothers Work, Inc. dba Motherhood Maternity #373; Bonita Plaza, LP;
21 and, Westfield America, Inc. (hereinafter the “Motherhood Defendants”)
- 22 • J.M. Hollister, LLC dba Hollister #278; Bonita Plaza, LP; and, Westfield
23 America, Inc. (hereinafter the “Hollister Defendants”)
- 24 • Forever 21 Retail, Inc. dba Forever 21; Bonita Plaza, LP; and, Westfield
25 America, Inc. (hereinafter the “Forever 21 Defendants”)
- 26 • Lerner New York, Inc. dba New York & Co. #852; Bonita Plaza, LP; and,
27 Westfield America, Inc. (hereinafter the “New York & Co. Defendants”)
- 28

- 1 • A E Retail West, LLC dba American Eagle Outfitters; Bonita Plaza, LP;
2 and, Westfield America, Inc. (hereinafter the “American Eagle
3 Defendants”)
- 4 • Athleisure, Inc. dba Sun Diego Surf & Sport; Bonita Plaza, LP; and,
5 Westfield America, Inc. (hereinafter the “Sun Diego Defendants”)
- 6 • Rox Fox Co.; Bonita Plaza, LP; and, Westfield America, Inc. (hereinafter
7 the “Rox Fox Defendants”)
- 8 • Hot Topic, Inc. dba Torrid #5056; Bonita Plaza, LP; and, Westfield
9 America, Inc. (hereinafter the “Torrid Defendants”)
- 10 • The Wet Seal Retail, Inc. dba Wet Seal #70; Bonita Plaza, LP; and,
11 Westfield America, Inc. (hereinafter the “Wet Seal Defendants”)
- 12 • Victoria’s Secret Stores, LLC dba Victoria’s Secret #567; Bonita Plaza,
13 LP; and, Westfield America, Inc. (hereinafter the “Victoria’s Secret
14 Defendants”)
- 15 • Steve T. Yu dba Vibe; Bonita Plaza, LP; and, Westfield America, Inc.
16 (hereinafter the “Vibe Defendants”)
- 17 • Fredericks of Hollywood Stores, Inc. dba Fredericks of Hollywood #215;
18 Bonita Plaza, LP; and, Westfield America, Inc. (hereinafter the
19 “Fredericks Defendants”)
- 20 • Michael Chen dba Casual Time; Susan Chen dba Casual Time; Bonita
21 Plaza, LP; and, Westfield America, Inc. (hereinafter the “Causal Time
22 Defendants”)
- 23 • Charlotte Russe, Inc. dba Charlotte Russe #6; Bonita Plaza, LP; and,
24 Westfield America, Inc. (hereinafter the “Charlotte Russe Defendants”)
- 25 • Kap Do No dba Revolution; Bonita Plaza, LP; and, Westfield America,
26 Inc. (hereinafter the “Revolution Defendants”)
- 27 • Express Fashion Apparel, LLC dba Express #762; Bonita Plaza, LP; and,
28 Westfield America, Inc. (hereinafter the “Express Defendants”)

- 1 • Aeropostale, Inc. dba Aeropostale #654; Bonita Plaza, LP; and, Westfield
- 2 America, Inc. (hereinafter the “Aeropostale Defendants”)
- 3 • Borders, Inc. dba Borders Books & Music; Bonita Plaza, LP; and,
- 4 Westfield America, Inc. (hereinafter the “Borders Defendants”)
- 5 • Rohrback 1, LLC dba Dickey’s Barbecue Pit; Bonita Plaza, LP; and,
- 6 Westfield America, Inc. (hereinafter the “Dickey’s Defendants”)
- 7 • Sam Chul Kwon dba Reference 5; Bonita Plaza, LP; and, Westfield
- 8 America, Inc. (hereinafter the “Reference 5 Defendants”)
- 9 • No Fear Retail Stores, Inc. dba No Fear #54; Bonita Plaza, LP; and,
- 10 Westfield America, Inc. (hereinafter the “No Fear Defendants”)
- 11 • JBW of Washington, LLC dba Romy; Bonita Plaza, LP; and, Westfield
- 12 America, Inc. (hereinafter the “Romy Defendants”)
- 13 • Cornerstone Apparel, Inc. dba Papaya Clothing (hereinafter the “Papaya
- 14 Defendants”)
- 15 • Hot Topic, Inc. dba Hot Topic; Bonita Plaza, LP; and, Westfield America,
- 16 Inc. (hereinafter the “Hot Topic Defendants”)
- 17 • Pacific Sunwear Stores Corp. dba PacSun #873; Bonita Plaza, LP; and,
- 18 Westfield America, Inc. (hereinafter the “PacSun Defendants”)
- 19 • H & M Hennes & Mauritz GBC AB, LLC dba H & M; Bonita Plaza, LP;
- 20 and, Westfield America, Inc. (hereinafter the “H & M Defendants”)
- 21 • Body Basic West, Inc. dba Body Basics; Bonita Plaza, LP; and, Westfield
- 22 America, Inc. (hereinafter the “Body Basics Defendants”)

23 II. JURISDICTION

24 3. This Court has original jurisdiction under 28 U.S.C. §§ 1331 and
25 1343 for ADA claims.

26 4. Supplemental jurisdiction for claims brought under parallel
27 California law—arising from the same nucleus of operative facts—is predicated
28 on 28 U.S.C. § 1367.

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1 5. Hubbard's claims are authorized by 28 U.S.C. §§ 2201 and 2202.

2 III. VENUE

3 6. All actions complained of herein take place within the jurisdiction
4 of the United States District Court, Southern District of California, and venue is
5 invoked pursuant to 28 U.S.C. § 1391(b), (c).

6 IV. PARTIES

7 7. The Plaza Bonita Common Area Defendants own, operate, manage,
8 and/or lease the Plaza Bonita Common Area Facility, and consist of a person (or
9 persons), firm, and/or corporation.

10 8. The Corner Bakery Defendants own, operate, manage, and/or lease
11 the Corner Bakery Facility, and consist of a person (or persons), firm, and/or
12 corporation.

13 9. The Rave Defendants own, operate, manage, and/or lease the Rave
14 Facility, and consist of a person (or persons), firm, and/or corporation.

15 10. The Finish Line Defendants own, operate, manage, and/or lease the
16 Finish Line Facility, and consist of a person (or persons), firm, and/or
17 corporation.

18 11. The Rave Girl Defendants own, operate, manage, and/or lease the
19 Rave Girl Facility, and consist of a person (or persons), firm, and/or corporation.

20 12. The Vans Defendants own, operate, manage, and/or lease the Vans
21 Facility, and consist of a person (or persons), firm, and/or corporation.

22 13. The House of Flava Defendants own, operate, manage, and/or lease
23 the House of Flava Facility, and consist of a person (or persons), firm, and/or
24 corporation.

25 14. The Johnny Rockets Defendants own, operate, manage, and/or lease
26 the Johnny Rockets Facility, and consist of a person (or persons), firm, and/or
27 corporation.

1 15. The Applebee's Defendants own, operate, manage, and/or lease the
2 Applebee's Facility, and consist of a person (or persons), firm, and/or
3 corporation.

4 16. The Motherhood Defendants own, operate, manage, and/or lease the
5 Motherhood Facility, and consist of a person (or persons), firm, and/or
6 corporation.

7 17. The Hollister Defendants own, operate, manage, and/or lease the
8 Hollister Facility, and consist of a person (or persons), firm, and/or corporation.

9 18. The Forever 21 Defendants own, operate, manage, and/or lease the
10 Forever 21 Facility, and consist of a person (or persons), firm, and/or
11 corporation.

12 19. The New York & Co. Defendants own, operate, manage, and/or
13 lease the New York & Co. Facility, and consist of a person (or persons), firm,
14 and/or corporation.

15 20. The American Eagle Defendants own, operate, manage, and/or lease
16 the American Eagle Facility, and consist of a person (or persons), firm, and/or
17 corporation.

18 21. The Sun Diego Defendants own, operate, manage, and/or lease the
19 Sun Diego Facility, and consist of a person (or persons), firm, and/or
20 corporation.

21 22. The Rox Fox Defendants own, operate, manage, and/or lease the
22 Rox Fox Facility, and consist of a person (or persons), firm, and/or corporation.

23 23. The Torrid Defendants own, operate, manage, and/or lease the
24 Torrid Facility, and consist of a person (or persons), firm, and/or corporation.

25 24. The Wet Seal Defendants own, operate, manage, and/or lease the
26 Wet Seal Facility, and consist of a person (or persons), firm, and/or corporation.

1 25. The Victoria's Secret Defendants own, operate, manage, and/or
2 lease the Victoria's Secret Facility, and consist of a person (or persons), firm,
3 and/or corporation.

4 26. The Vibe Defendants own, operate, manage, and/or lease the Vibe
5 Facility, and consist of a person (or persons), firm, and/or corporation.

6 27. The Fredericks Defendants own, operate, manage, and/or lease the
7 Fredericks Facility, and consist of a person (or persons), firm, and/or
8 corporation.

9 28. The Causal Time Defendants own, operate, manage, and/or lease the
10 Causal Time Facility, and consist of a person (or persons), firm, and/or
11 corporation.

12 29. The Charlotte Russe Defendants own, operate, manage, and/or lease
13 the Charlotte Russe Facility, and consist of a person (or persons), firm, and/or
14 corporation.

15 30. The Revolution Defendants own, operate, manage, and/or lease the
16 Revolution Facility, and consist of a person (or persons), firm, and/or
17 corporation.

18 31. The Express Defendants own, operate, manage, and/or lease the
19 Express Facility, and consist of a person (or persons), firm, and/or corporation.

20 32. The Aeropostale Defendants own, operate, manage, and/or lease the
21 Aeropostale Facility, and consist of a person (or persons), firm, and/or
22 corporation.

23 33. The Borders Defendants own, operate, manage, and/or lease the
24 Borders Facility, and consist of a person (or persons), firm, and/or corporation.

25 34. The Dickey's Defendants own, operate, manage, and/or lease the
26 Dickey's Facility, and consist of a person (or persons), firm, and/or corporation.
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36. The No Fear Defendants own, operate, manage, and/or lease the No Fear Facility, and consist of a person (or persons), firm, and/or corporation.

37. The Romy Defendants own, operate, manage, and/or lease the Romy Facility, and consist of a person (or persons), firm, and/or corporation.

38. The Papaya Defendants own, operate, manage, and/or lease the Papaya Facility, and consist of a person (or persons), firm, and/or corporation.

39. The Hot Topic Defendants own, operate, manage, and/or lease the Hot Topic Facility, and consist of a person (or persons), firm, and/or corporation.

40. The PacSun Defendants own, operate, manage, and/or lease the PacSun Facility, and consist of a person (or persons), firm, and/or corporation.

41. The H & M Defendants own, operate, manage, and/or lease the H & M Facility, and consist of a person (or persons), firm, and/or corporation.

42. The Body Basics Defendants own, operate, manage, and/or lease the Body Basics Facility, and consist of a person (or persons), firm, and/or corporation.

43. Hubbard has multiple conditions that affect one or more major life functions. She requires the use of motorized wheelchair and a mobility-equipped vehicle when traveling about in public. Consequently, Hubbard is “physically disabled,” as defined by all applicable California and United States laws, and a member of the public whose rights are protected by these laws.

V. FACTS

44. The Plaza Bonita Common Area Facility is a sales or retail establishment, open to the public, which is intended for nonresidential use and whose operation affects commerce.

1 45. The Corner Bakery Facility is an establishment serving food and
2 drink, open to the public, which is intended for nonresidential use and whose
3 operation affects commerce.

4 46. The Rave Facility is a sales or retail establishment, open to the
5 public, which is intended for nonresidential use and whose operation affects
6 commerce.

7 47. The Finish Line Facility is a sales or retail establishment, open to
8 the public, which is intended for nonresidential use and whose operation affects
9 commerce.

10 48. The Rave Girl Facility is a sales or retail establishment, open to the
11 public, which is intended for nonresidential use and whose operation affects
12 commerce.

13 49. The Vans Facility is a sales or retail establishment, open to the
14 public, which is intended for nonresidential use and whose operation affects
15 commerce.

16 50. The House of Flava Facility is a sales or retail establishment, open
17 to the public, which is intended for nonresidential use and whose operation
18 affects commerce.

19 51. The Johnny Rockets Facility is an establishment serving food and
20 drink, open to the public, which is intended for nonresidential use and whose
21 operation affects commerce.

22 52. The Applebee's Facility is an establishment serving food and drink,
23 open to the public, which is intended for nonresidential use and whose operation
24 affects commerce.

25 53. The Motherhood Facility is a sales or retail establishment, open to
26 the public, which is intended for nonresidential use and whose operation affects
27 commerce.

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1 54. The Hollister Facility is a sales or retail establishment, open to the
2 public, which is intended for nonresidential use and whose operation affects
3 commerce.

4 55. The Forever 21 Facility is a sales or retail establishment, open to the
5 public, which is intended for nonresidential use and whose operation affects
6 commerce.

7 56. The New York & Co. Facility is a sales or retail establishment, open
8 to the public, which is intended for nonresidential use and whose operation
9 affects commerce.

10 57. The American Eagle Facility is a sales or retail establishment, open
11 to the public, which is intended for nonresidential use and whose operation
12 affects commerce.

13 58. The Sun Diego Facility is a sales or retail establishment, open to the
14 public, which is intended for nonresidential use and whose operation affects
15 commerce.

16 59. The Rox Fox Facility is a sales or retail establishment, open to the
17 public, which is intended for nonresidential use and whose operation affects
18 commerce.

19 60. The Torrid Facility is a sales or retail establishment, open to the
20 public, which is intended for nonresidential use and whose operation affects
21 commerce.

22 61. The Wet Seal Facility is a sales or retail establishment, open to the
23 public, which is intended for nonresidential use and whose operation affects
24 commerce.

25 62. The Victoria's Secret Facility is a sales or retail establishment, open
26 to the public, which is intended for nonresidential use and whose operation
27 affects commerce.

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1 63. The Vibe Facility is a sales or retail establishment, open to the
2 public, which is intended for nonresidential use and whose operation affects
3 commerce.

4 64. The Fredericks Facility is a sales or retail establishment, open to the
5 public, which is intended for nonresidential use and whose operation affects
6 commerce.

7 65. The Causal Time Facility is a sales or retail establishment, open to
8 the public, which is intended for nonresidential use and whose operation affects
9 commerce.

10 66. The Charlotte Russe Facility is a sales or retail establishment, open
11 to the public, which is intended for nonresidential use and whose operation
12 affects commerce.

13 67. The Revolution Facility is a sales or retail establishment, open to the
14 public, which is intended for nonresidential use and whose operation affects
15 commerce.

16 68. The Express Facility is a sales or retail establishment, open to the
17 public, which is intended for nonresidential use and whose operation affects
18 commerce.

19 69. The Aeropostale Facility is a sales or retail establishment, open to
20 the public, which is intended for nonresidential use and whose operation affects
21 commerce.

22 70. The Borders Facility is a sales or retail establishment, open to the
23 public, which is intended for nonresidential use and whose operation affects
24 commerce.

25 71. The Dickey's Facility is an establishment serving food and drink,
26 open to the public, which is intended for nonresidential use and whose operation
27 affects commerce.

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1 72. The Reference 5 Facility is a sales or retail establishment, open to
2 the public, which is intended for nonresidential use and whose operation affects
3 commerce.

4 73. The No Fear Facility is a sales or retail establishment, open to the
5 public, which is intended for nonresidential use and whose operation affects
6 commerce.

7 74. The Romy Facility is a sales or retail establishment, open to the
8 public, which is intended for nonresidential use and whose operation affects
9 commerce.

10 75. The Papaya Facility is a sales or retail establishment, open to the
11 public, which is intended for nonresidential use and whose operation affects
12 commerce.

13 76. The Hot Topic Facility is a sales or retail establishment, open to the
14 public, which is intended for nonresidential use and whose operation affects
15 commerce.

16 77. The PacSun Facility is a sales or retail establishment, open to the
17 public, which is intended for nonresidential use and whose operation affects
18 commerce.

19 78. The H & M Facility is a sales or retail establishment, open to the
20 public, which is intended for nonresidential use and whose operation affects
21 commerce.

22 79. The Body Basics Facility is a sales or retail establishment, open to
23 the public, which is intended for nonresidential use and whose operation affects
24 commerce.

25 80. Hubbard visited these facilities and encountered barriers (both
26 physical and intangible) that interfered with—if not outright denied—her ability
27 to use and enjoy the goods, services, privileges, and accommodations offered at
28 all of the facilities.

1 81. To the extent known by Hubbard, the barriers at the Plaza Bonita
2 Common Area Facility included, but are not limited to, the following:

3 *Food Court:*

- 4 • There is no seating designated as being accessible to the disabled;
5 and,
6 • There is no accessible seating.

7 *Restroom A:*

- 8 • There is no handle mounted below the stall door lock;
9 • The water closet is an obstruction to the use of the disposable seat
10 cover dispenser;
11 • The disposable seat cover dispenser is an obstruction to the use of
12 the back grab bar;
13 • The toilet tissue dispenser is an obstruction to the use of the side
14 grab bar;
15 • The toilet tissue dispenser protrudes into the clear maneuvering
16 space needed to access the water closet;

17 *Restroom B:*

- 18 • There is no handle mounted below the lock of the water closet stall
19 door;
20 • The toilet tissue dispenser is an obstruction to the use of the side
21 grab bar;
22 • The toilet tissue dispenser protrudes into the clear maneuvering
23 space needed to access the water closet;

24 *Restroom C:*

- 25 • The handle is not mounted below the water closet stall door lock;
26 • The stall door is not self-closing;
27 • The toilet tissue dispenser and waste receptacle protrude into the
28 clear maneuvering space needed to access the water closet;

- The pipes underneath the lavatories are improperly and/or incompletely wrapped;
- There is insufficient clear knee space under the lavatories due to the “lip” of the counter;

Restroom D:

- The stall door is not self-closing;
- There is no handle mounted below the lock on the stall door;
- The toilet tissue dispenser protrudes into the clear maneuvering space needed to access the water closet;
- The toilet tissue dispenser is an obstruction to the use of the side grab bar;
- The pipes underneath the lavatory are not wrapped;

Restroom E:

- The stall door is not self-closing;
- There is insufficient clear floor space inside the stall as it is too small;
- The coat hook is mounted too high;
- The water closet is an obstruction to the use of the disposable seat cover dispenser;
- The pipes underneath the lavatories are improperly and/or incompletely wrapped;
- There is insufficient clear knee space underneath the lavatories due to the “lip” of the counter;

Parking Area:

- All of the van accessible signage throughout the parking area/parking garage is incorrect;
- The access aisle near the Corner Bakery Facility does not have the words “NO PARKING” within;

- 1 • There are no accessible parking spaces (out of a total 199) on the
- 2 first level of the parking garage;
- 3 • There are only two accessible parking spaces (out of a total 128) on
- 4 the second level of the parking garage;
- 5 • There are only five accessible parking spaces (out of a total 172) on
- 6 the third level of the parking garage (section A);
- 7 • All of the disabled parking spaces on the third level of the parking
- 8 garage (section A) require a wheelchair occupant to travel behind
- 9 parked cars that are not their own;
- 10 • There is only one disabled parking space on the third level of the
- 11 parking garage (section B) (out of a total 100) and though it says
- 12 that it is “van accessible,” it is not;
- 13 • The van accessible parking space near Pat and Oscars does not have
- 14 an access aisle on the passenger side;
- 15 • The van accessible parking space near the vacant store (near Pat and
- 16 Oscars) requires a wheelchair occupant to travel behind parked cars
- 17 other than their own;
- 18 • There is no accessible route from the parking behind the Target to
- 19 the entrances;
- 20 • One of the disabled parking spaces outside of the Borders Facility
- 21 lacks any signage;
- 22 • The disabled parking spaces outside of the Applebee’s Facility
- 23 require a wheelchair occupant to travel behind parked cars other
- 24 than their own;
- 25 • There are no disabled parking spaces at the back of the Facility
- 26 (older parking lot);
- 27 • There are only 2 disabled parking spaces (out of a total 168) outside
- 28 of the El Torito and Corner Bakery Facility;

- 1 • The access aisle adjacent to the disabled parking space outside of
- 2 Outback has slopes and cross slopes that exceed 2.0% due to the
- 3 encroaching built-up curb ramp;
- 4 • There are only four disabled parking spaces (out of a total 309)
- 5 outside the Outback;
- 6 • There is one disabled parking space outside of the Outback that
- 7 lacks any kind of signage;
- 8 • The slope and cross slopes of multiple parking spaces outside of the
- 9 Applebee's Facility exceed 2.0%;
- 10 • The slopes and cross slopes of multiple parking spaces outside of El
- 11 Torrito, AMC, and the Borders Facility exceed 2.0%;
- 12 • The slopes and cross slopes of all of the parking spaces outside of
- 13 the Corner Bakery Facility exceed 2.0%;
- 14 • The slopes of multiple parking spaces on the second level of the
- 15 parking garage exceed 2.0%;
- 16 • The cross slope of at least one parking spaces on the third level of
- 17 the parking garage (section C) exceeds 2.0%;
- 18 • The slopes and cross slopes of multiple parking spaces on the third
- 19 level of the parking garage (section F) exceed 2.0%;

20 These barriers prevented Hubbard from enjoying full and equal access at
21 the Plaza Bonita Common Area Facility.

22 82. Hubbard was also deterred from visiting the Plaza Bonita Common
23 Area Facility because she knew that the Plaza Bonita Common Area Facility's
24 goods, services, facilities, privileges, advantages, and accommodations were
25 unavailable to physically disabled patrons (such as herself). She continues to be
26 deterred from visiting the Plaza Bonita Common Area Facility because of the
27 future threats of injury created by these barriers.

1 83. To the extent known by Hubbard, the barriers at the Corner Bakery
2 Facility included, but are not limited to, the following:

- 3 • There is no seating designated as being accessible to the disabled;
4 • There is no accessible seating;
5 • There is no seating on the patio area designated as being accessible
6 to the disabled;
7 • There is no accessible seating on the patio area;
8 • The operable part of the soda dispenser is too high;
9 • The condiments are outside of the required reach range limits;
10 • The women's restroom door require more than five (5) pounds of
11 force to operate;
12 • The stall door is not self-closing; and,
13 • The soap dispenser is outside of the required reach range limits.

14 These barriers prevented Hubbard from enjoying full and equal access at
15 the Corner Bakery Facility.

16 84. Hubbard was also deterred from visiting the Corner Bakery Facility
17 because she knew that the Corner Bakery Facility's goods, services, facilities,
18 privileges, advantages, and accommodations were unavailable to physically
19 disabled patrons (such as herself). She continues to be deterred from visiting the
20 Corner Bakery Facility because of the future threats of injury created by these
21 barriers.

22 85. To the extent known by Hubbard, the barriers at the Rave Facility
23 included, but are not limited to, the following:

- 24 • The accessible dressing room is not identified with an ISA;
25 • There is no door to the dressing room, only curtains, thereby
26 causing a patron to use manual dexterity in order to close them;
27 • The dressing room mirror is not mounted so as to afford a view to a
28 person both sitting a bench and standing up;

- 1 • There is no space for a wheelchair beside the bench in the dressing
- 2 room;
- 3 • The dressing room bench is mounted too high;
- 4 • The clothes hooks are mounted too high.

5 These barriers prevented Hubbard from enjoying full and equal access at
6 the Rave Facility.

7 86. Hubbard was also deterred from visiting the Rave Facility because
8 she knew that the Rave Facility's goods, services, facilities, privileges,
9 advantages, and accommodations were unavailable to physically disabled
10 patrons (such as herself). She continues to be deterred from visiting the Rave
11 Facility because of the future threats of injury created by these barriers.

12 87. To the extent known by Hubbard, the barriers at the Finish Line
13 Facility included, but are not limited to, the following:

- 14 • The accessible dressing room is not identified with an ISA;
- 15 • The clothing hooks are mounted too high;
- 16 • The dressing room mirror is not mounted so as to afford a view to a
17 person both sitting a bench and standing up;
- 18 • There is no space for a wheelchair beside the bench in the dressing
19 room; and,
- 20 • The dressing room bench is not mounted to the wall.

21 These barriers prevented Hubbard from enjoying full and equal access at
22 the Finish Line Facility.

23 88. Hubbard was also deterred from visiting the Finish Line Facility
24 because she knew that the Finish Line Facility's goods, services, facilities,
25 privileges, advantages, and accommodations were unavailable to physically
26 disabled patrons (such as herself). She continues to be deterred from visiting the
27 Finish Line Facility because of the future threats of injury created by these
28 barriers.

1 89. To the extent known by Hubbard, the barriers at the Rave Girl
2 Facility included, but are not limited to, the following:

- 3 • All of the dressing rooms are too small; and,
4 • The only dressing room large enough to fit a wheelchair is
5 completely blocked by clothing racks and merchandise and plaintiff
6 was not able to get inside.

7 These barriers prevented Hubbard from enjoying full and equal access at
8 the Rave Girl Facility.

9 90. Hubbard was also deterred from visiting the Rave Girl Facility
10 because she knew that the Rave Girl Facility's goods, services, facilities,
11 privileges, advantages, and accommodations were unavailable to physically
12 disabled patrons (such as herself). She continues to be deterred from visiting the
13 Rave Girl Facility because of the future threats of injury created by these
14 barriers.

15 91. To the extent known by Hubbard, the barriers at the Vans Facility
16 included, but are not limited to, the following:

- 17 • The accessible dressing room is not identified with an ISA;
18 • The lock for the dressing room is on the outside of the door – you
19 must have an employee let you out;
20 • There is no space for a wheelchair beside the bench in the dressing
21 room; and,
22 • The dressing room bench is not mounted to the wall.

23 These barriers prevented Hubbard from enjoying full and equal access at
24 the Vans Facility.

25 92. Hubbard was also deterred from visiting the Vans Facility because
26 she knew that the Vans Facility's goods, services, facilities, privileges,
27 advantages, and accommodations were unavailable to physically disabled
28

1 patrons (such as herself). She continues to be deterred from visiting the Vans
2 Facility because of the future threats of injury created by these barriers.

3 93. To the extent known by Hubbard, the barriers at the House of Flava
4 Facility included, but are not limited to, the following:

- 5 • The accessible dressing room is not identified with an ISA
- 6 • The dressing room door swings in thereby causing insufficient clear
7 floor space within;
- 8 • There is no space for a wheelchair beside the bench in the dressing
9 room; and,
- 10 • The clothing hooks are mounted too high.

11 These barriers prevented Hubbard from enjoying full and equal access at
12 the House of Flava Facility.

13 94. Hubbard was also deterred from visiting the House of Flava
14 Facility because she knew that the House of Flava Facility's goods, services,
15 facilities, privileges, advantages, and accommodations were unavailable to
16 physically disabled patrons (such as herself). She continues to be deterred from
17 visiting the House of Flava Facility because of the future threats of injury created
18 by these barriers.

19 95. To the extent known by Hubbard, the barriers at the Johnny Rockets
20 Facility included, but are not limited to, the following:

- 21 • There is no portion of the bar lowered to accommodate a patron in a
22 wheelchair;
- 23 • There is no seating designated as being accessible to the disabled;
24 and,
- 25 • There is no accessible seating.

26 These barriers prevented Hubbard from enjoying full and equal access at
27 the Johnny Rockets Facility.

1 96. Hubbard was also deterred from visiting the Johnny Rockets
2 Facility because she knew that the Johnny Rockets Facility's goods, services,
3 facilities, privileges, advantages, and accommodations were unavailable to
4 physically disabled patrons (such as herself). She continues to be deterred from
5 visiting the Johnny Rockets Facility because of the future threats of injury
6 created by these barriers.

7 97. To the extent known by Hubbard, the barriers at the Applebee's
8 Facility included, but are not limited to, the following:

- 9 • There is no ISA at the entrance;
- 10 • The entrance/exit door requires more than five (5) pounds of force
11 to operate;
- 12 • There is no seating designated as being accessible to the disabled;
- 13 • There is no accessible seating;
- 14 • The stall door is not self-closing;
- 15 • There is no handle mounted below the stall door lock;
- 16 • The disposable seat cover dispenser is mounted too high;
- 17 • The water closet is an obstruction to the use of the disposable seat
18 cover dispenser;
- 19 • The toilet tissue dispenser protrudes into the clear maneuvering
20 space needed to access the water closet;
- 21 • The soap dispenser is outside of the required reach range limits;
- 22 • The operable part of the paper towel dispenser is too high; and,
- 23 • The pipes underneath the lavatory are not wrapped.

24 These barriers prevented Hubbard from enjoying full and equal access at
25 the Applebee's Facility.

26 98. Hubbard was also deterred from visiting the Applebee's Facility
27 because she knew that the Applebee's Facility's goods, services, facilities,
28 privileges, advantages, and accommodations were unavailable to physically

1 disabled patrons (such as herself). She continues to be deterred from visiting the
2 Applebee's Facility because of the future threats of injury created by these
3 barriers.

4 99. To the extent known by Hubbard, the barriers at the Motherhood
5 Facility included, but are not limited to, the following:

- 6 • The counters are too high with no portion lowered to accommodate
7 a patron in a wheelchair;
- 8 • The pay point machine is too high;
- 9 • The accessible dressing room is not identified with an ISA;
- 10 • There is no door to the dressing room, only curtains, thereby
11 causing a patron to use manual dexterity in order to close them;
- 12 • There is no space for a wheelchair beside the bench in the dressing
13 room;
- 14 • The dressing room bench is mounted too high;
- 15 • The clothes hangers are mounted too high;
- 16 • There is insufficient clear floor space in the restroom due to the
17 boxes of stacked merchandise/supplies (ie, hangers, clothing racks,
18 vacuum, etc.);
- 19 • There is a floor-to-ceiling pipe mounted on top of the side grab bar,
20 thereby obstructing its use;
- 21 • The water closet's flush valve is not located on the wide side;
- 22 • The pipes underneath the lavatory are improperly and incompletely
23 wrapped; and,
- 24 • There is insufficient clear knee space underneath the lavatory due to
25 the cleaning supplies stored there.

26 These barriers prevented Hubbard from enjoying full and equal access at
27 the Motherhood Facility.

1 100. Hubbard was also deterred from visiting the Motherhood Facility
2 because she knew that the Motherhood Facility's goods, services, facilities,
3 privileges, advantages, and accommodations were unavailable to physically
4 disabled patrons (such as herself). She continues to be deterred from visiting the
5 Motherhood Facility because of the future threats of injury created by these
6 barriers.

7 101. To the extent known by Hubbard, the barriers at the Hollister
8 Facility included, but are not limited to, the following:

- 9 • The counter is too high with no portion lowered to accommodate a
10 patron in a wheelchair;
- 11 • The pay point machine is too high;
- 12 • One of the dressing rooms is identified with an ISA, however it is
13 too small;
- 14 • There is no door to the dressing room, only curtains, thereby
15 causing a patron to use manual dexterity in order to close them;
- 16 • The dressing room is too small and has insufficient clear floor
17 space;
- 18 • The dressing room mirror is not mounted so as to afford a view to a
19 person both sitting a bench and standing up;
- 20 • The bench is not mounted to the wall;
- 21 • There is no space for a wheelchair beside the bench in the dressing
22 room; and,
- 23 • There are rugs throughout the store that are not secured to the floor.

24 These barriers prevented Hubbard from enjoying full and equal access at
25 the Hollister Facility.

26 102. Hubbard was also deterred from visiting the Hollister Facility
27 because she knew that the Hollister Facility's goods, services, facilities,
28 privileges, advantages, and accommodations were unavailable to physically

1 disabled patrons (such as herself). She continues to be deterred from visiting the
2 Hollister Facility because of the future threats of injury created by these barriers.

3 103. To the extent known by Hubbard, the barriers at the Forever 21
4 Facility included, but are not limited to, the following:

- 5 • The accessible dressing room is not identified with an ISA;
- 6 • The dressing room is too small; and,
- 7 • There is no space for a wheelchair beside the bench in the dressing
8 room.

9 These barriers prevented Hubbard from enjoying full and equal access at
10 the Forever 21 Facility.

11 104. Hubbard was also deterred from visiting the Forever 21 Facility
12 because she knew that the Forever 21 Facility's goods, services, facilities,
13 privileges, advantages, and accommodations were unavailable to physically
14 disabled patrons (such as herself). She continues to be deterred from visiting the
15 Forever 21 Facility because of the future threats of injury created by these
16 barriers.

17 105. To the extent known by Hubbard, the barriers at the New York &
18 Co. Facility included, but are not limited to, the following:

- 19 • The dressing room door swings in, thereby causing insufficient clear
20 floor space within;
- 21 • The dressing room mirror is not mounted so as to afford a view to a
22 person both sitting a bench and standing up;
- 23 • There is no space for a wheelchair beside the bench in the dressing
24 room; and,
- 25 • The dressing room bench is not mounted to the wall.

26 These barriers prevented Hubbard from enjoying full and equal access at
27 the New York & Co. Facility.

28

1 106. Hubbard was also deterred from visiting the New York & Co.
2 Facility because she knew that the New York & Co. Facility's goods, services,
3 facilities, privileges, advantages, and accommodations were unavailable to
4 physically disabled patrons (such as herself). She continues to be deterred from
5 visiting the New York & Co. Facility because of the future threats of injury
6 created by these barriers.

7 107. To the extent known by Hubbard, the barriers at the American Eagle
8 Facility included, but are not limited to, the following:

- 9 • The lowered and accessible portion of the counter is obstructed by
10 supplies and inventory;
- 11 • The dressing room is too small and lacks the required clear floor
12 space;
- 13 • The clothing hooks are mounted too high;
- 14 • The dressing room mirror is not mounted so as to afford a view to a
15 person both sitting a bench and standing up;
- 16 • There is no space for a wheelchair beside the bench in the dressing
17 room; and,
- 18 • The dressing room bench is not mounted to the wall.

19 These barriers prevented Hubbard from enjoying full and equal access at
20 the American Eagle Facility.

21 108. Hubbard was also deterred from visiting the American Eagle
22 Facility because she knew that the American Eagle Facility's goods, services,
23 facilities, privileges, advantages, and accommodations were unavailable to
24 physically disabled patrons (such as herself). She continues to be deterred from
25 visiting the American Eagle Facility because of the future threats of injury
26 created by these barriers.

27 ///

28 ///

1 109. To the extent known by Hubbard, the barriers at the Sun Diego
2 Facility included, but are not limited to, the following:

- 3 • The counters are too high with no portion lowered to accommodate
4 a patron in a wheelchair;
- 5 • The clothing hooks are mounted too high;
- 6 • The dressing room is too small thereby obstructing the required
7 clear floor space;
- 8 • The dressing room mirror is not mounted so as to afford a view to a
9 person both sitting a bench and standing up; and,
- 10 • There is no space for a wheelchair beside the bench in the dressing
11 room.

12 These barriers prevented Hubbard from enjoying full and equal access at
13 the Sun Diego Facility.

14 110. Hubbard was also deterred from visiting the Sun Diego Facility
15 because she knew that the Sun Diego Facility's goods, services, facilities,
16 privileges, advantages, and accommodations were unavailable to physically
17 disabled patrons (such as herself). She continues to be deterred from visiting the
18 Sun Diego Facility because of the future threats of injury created by these
19 barriers.

20 111. To the extent known by Hubbard, the barriers at the Rox Fox
21 Facility included, but are not limited to, the following:

- 22 • There is no accessible dressing room;
- 23 • There is no door to the dressing room, only curtains, thereby
24 causing a patron to use manual dexterity in order to close them;
- 25 • There is no mirror inside the dressing room; and,
- 26 • There is no bench inside the dressing room.

27 These barriers prevented Hubbard from enjoying full and equal access at
28 the Rox Fox Facility.

1 112. Hubbard was also deterred from visiting the Rox Fox Facility
2 because she knew that the Rox Fox Facility's goods, services, facilities,
3 privileges, advantages, and accommodations were unavailable to physically
4 disabled patrons (such as herself). She continues to be deterred from visiting the
5 Rox Fox Facility because of the future threats of injury created by these barriers.

6 113. To the extent known by Hubbard, the barriers at the Torrid Facility
7 included, but are not limited to, the following:

- 8 • The counter is too high with no portion lowered to accommodate a
9 patron in a wheelchair;
- 10 • None of the dressing rooms are identified with an ISA;
- 11 • All of the dressing rooms are too small;
- 12 • The dressing room bench is not mounted at the correct height;
- 13 • There is no space for a wheelchair beside the bench in the dressing
14 room; and,
- 15 • The clothes hooks are mounted too high.

16 These barriers prevented Hubbard from enjoying full and equal access at
17 the Torrid Facility.

18 114. Hubbard was also deterred from visiting the Torrid Facility because
19 she knew that the Torrid Facility's goods, services, facilities, privileges,
20 advantages, and accommodations were unavailable to physically disabled
21 patrons (such as herself). She continues to be deterred from visiting the Torrid
22 Facility because of the future threats of injury created by these barriers.

23 115. To the extent known by Hubbard, the barriers at the Wet Seal
24 Facility included, but are not limited to, the following:

- 25 • The accessible dressing room is not identified with an ISA;
- 26 • The dressing room is too small and does not have the required clear
27 floor space;

- 1 • The dressing room mirror is not mounted so as to afford a view to a
- 2 person both sitting a bench and standing up; and,
- 3 • There is no space for a wheelchair beside the bench in the dressing
- 4 room.

5 These barriers prevented Hubbard from enjoying full and equal access at
6 the Wet Seal Facility.

7 116. Hubbard was also deterred from visiting the Wet Seal Facility
8 because she knew that the Wet Seal Facility's goods, services, facilities,
9 privileges, advantages, and accommodations were unavailable to physically
10 disabled patrons (such as herself). She continues to be deterred from visiting the
11 Wet Seal Facility because of the future threats of injury created by these barriers.

12 117. To the extent known by Hubbard, the barriers at the Victoria's
13 Secret Facility included, but are not limited to, the following:

- 14 • The accessible dressing room is not identified with an ISA;
- 15 • The dressing room door swings in, thereby causing insufficient clear
- 16 floor space within;
- 17 • The space beside the dressing room bench is too small for a
- 18 wheelchair; and,
- 19 • The dressing room bench is not mounted to the wall.

20 These barriers prevented Hubbard from enjoying full and equal access at
21 the Victoria's Secret Facility.

22 118. Hubbard was also deterred from visiting the Victoria's Secret
23 Facility because she knew that the Victoria's Secret Facility's goods, services,
24 facilities, privileges, advantages, and accommodations were unavailable to
25 physically disabled patrons (such as herself). She continues to be deterred from
26 visiting the Victoria's Secret Facility because of the future threats of injury
27 created by these barriers.

28

1 119. To the extent known by Hubbard, the barriers at the Vibe Facility
2 included, but are not limited to, the following:

- 3 • The dressing room door swings in, thereby causing insufficient clear
4 floor space within;
5 • There is no bench in the dressing room;
6 • The clothes hooks are mounted too high; and,
7 • One of the dressing rooms is identified with an ISA, however
8 plaintiff was not allowed to use that dressing room during her most
9 recent visit.

10 These barriers prevented Hubbard from enjoying full and equal access at
11 the Vibe Facility.

12 120. Hubbard was also deterred from visiting the Vibe Facility because
13 she knew that the Vibe Facility's goods, services, facilities, privileges,
14 advantages, and accommodations were unavailable to physically disabled
15 patrons (such as herself). She continues to be deterred from visiting the Vibe
16 Facility because of the future threats of injury created by these barriers.

17 121. To the extent known by Hubbard, the barriers at the Fredericks
18 Facility included, but are not limited to, the following:

- 19 • The accessible dressing room is not identified with an ISA;
20 • The dressing room door lock is not accessible;
21 • The clothing hooks are mounted too high;
22 • The dressing room door swings in, thereby causing insufficient clear
23 floor space within;
24 • The dressing room bench is not mounted at the correct height; and,
25 • There is no space for a wheelchair beside the bench in the dressing
26 room.

27 These barriers prevented Hubbard from enjoying full and equal access at
28 the Fredericks Facility.

1 122. Hubbard was also deterred from visiting the Fredericks Facility
2 because she knew that the Fredericks Facility's goods, services, facilities,
3 privileges, advantages, and accommodations were unavailable to physically
4 disabled patrons (such as herself). She continues to be deterred from visiting the
5 Fredericks Facility because of the future threats of injury created by these
6 barriers.

7 123. To the extent known by Hubbard, the barriers at the Causal Time
8 Facility included, but are not limited to, the following:

- 9 • The accessible dressing room is not identified with an ISA;
10 • There is no door to the dressing room, only curtains, thereby
11 causing a patron to use manual dexterity in order to close them; and,
12 • There is no bench in the dressing room.

13 These barriers prevented Hubbard from enjoying full and equal access at
14 the Causal Time Facility.

15 124. Hubbard was also deterred from visiting the Causal Time Facility
16 because she knew that the Causal Time Facility's goods, services, facilities,
17 privileges, advantages, and accommodations were unavailable to physically
18 disabled patrons (such as herself). She continues to be deterred from visiting the
19 Causal Time Facility because of the future threats of injury created by these
20 barriers.

21 125. To the extent known by Hubbard, the barriers at the Charlotte Russe
22 Facility included, but are not limited to, the following:

- 23 • The accessible dressing room is not identified with an ISA; and,
24 • There is no space for a wheelchair beside the bench in the dressing
25 room.

26 These barriers prevented Hubbard from enjoying full and equal access at
27 the Charlotte Russe Facility.

1 126. Hubbard was also deterred from visiting the Charlotte Russe
2 Facility because she knew that the Charlotte Russe Facility's goods, services,
3 facilities, privileges, advantages, and accommodations were unavailable to
4 physically disabled patrons (such as herself). She continues to be deterred from
5 visiting the Charlotte Russe Facility because of the future threats of injury
6 created by these barriers.

7 127. To the extent known by Hubbard, the barriers at the Revolution
8 Facility included, but are not limited to, the following:

- 9 • The accessible dressing room is not identified with an ISA;
10 • The dressing room door lock is not accessible;
11 • There is no space for a wheelchair beside the bench in the dressing
12 room;
13 • The clothes hooks are mounted too high; and,
14 • The dressing room mirror is not mounted so as to afford a view to a
15 person both sitting a bench and standing up.

16 These barriers prevented Hubbard from enjoying full and equal access at
17 the Revolution Facility.

18 128. Hubbard was also deterred from visiting the Revolution Facility
19 because she knew that the Revolution Facility's goods, services, facilities,
20 privileges, advantages, and accommodations were unavailable to physically
21 disabled patrons (such as herself). She continues to be deterred from visiting the
22 Revolution Facility because of the future threats of injury created by these
23 barriers.

24 129. To the extent known by Hubbard, the barriers at the Express Facility
25 included, but are not limited to, the following:

- 26 • The pay point machine is too high;
27 • The accessible dressing room is not identified with an ISA;
28

- 1 • There is no space for a wheelchair beside the bench in the dressing
- 2 room; and,
- 3 • The dressing room mirror is not mounted so as to afford a view to a
- 4 person both sitting a bench and standing up.

5 These barriers prevented Hubbard from enjoying full and equal access at
6 the Express Facility.

7 130. Hubbard was also deterred from visiting the Express Facility
8 because she knew that the Express Facility's goods, services, facilities,
9 privileges, advantages, and accommodations were unavailable to physically
10 disabled patrons (such as herself). She continues to be deterred from visiting the
11 Express Facility because of the future threats of injury created by these barriers.

12 131. To the extent known by Hubbard, the barriers at the Aeropostale
13 Facility included, but are not limited to, the following:

- 14 • The counter is too high with no portion lowered to accommodate a
- 15 patron in a wheelchair;
- 16 • The pay point machine is too high;
- 17 • The accessible dressing room is not identified with an ISA;
- 18 • The dressing room bench is not mounted to the wall; and,
- 19 • There is no space for a wheelchair beside the bench in the dressing
- 20 room.

21 These barriers prevented Hubbard from enjoying full and equal access at
22 the Aeropostale Facility.

23 132. Hubbard was also deterred from visiting the Aeropostale Facility
24 because she knew that the Aeropostale Facility's goods, services, facilities,
25 privileges, advantages, and accommodations were unavailable to physically
26 disabled patrons (such as herself). She continues to be deterred from visiting the
27 Aeropostale Facility because of the future threats of injury created by these
28 barriers.

1 133. To the extent known by Hubbard, the barriers at the Borders Facility
2 included, but are not limited to, the following:

- 3 • There is no seating on the patio area designated as being accessible
4 to the disabled;
- 5 • There is no accessible seating on the patio area;
- 6 • There is no ISA at the strike side of the women's restroom door;
- 7 • The signage on the women's restroom door is incorrect;
- 8 • The women's restroom door requires more than five (5) pounds of
9 force to operate;
- 10 • The toilet tissue dispenser and waste receptacle are obstructions to
11 the use of the side grab bar in the women's restroom;
- 12 • The toilet tissue dispenser is mounted too far from the front of the
13 water closet;
- 14 • The toilet tissue dispenser protrudes into the clear maneuvering
15 space needed to access the water closet;
- 16 • The operable part of the soap dispenser in the women's restroom is
17 too high;
- 18 • The pipes underneath the women's restroom lavatory are
19 incompletely wrapped; and,
- 20 • There is insufficient strike side clearance when exiting the women's
21 restroom.

22 These barriers prevented Hubbard from enjoying full and equal access at
23 the Borders Facility.

24 134. Hubbard was also deterred from visiting the Borders Facility
25 because she knew that the Borders Facility's goods, services, facilities,
26 privileges, advantages, and accommodations were unavailable to physically
27 disabled patrons (such as herself). She continues to be deterred from visiting the
28 Borders Facility because of the future threats of injury created by these barriers.

1 135. To the extent known by Hubbard, the barriers at the Dickey's
2 Facility included, but are not limited to, the following:

- 3 • There is no ISA at the entrance;
- 4 • There is no seating designated as being accessible to the disabled;
- 5 • There is no disabled seating;
- 6 • There is no directional signage to the restrooms;
- 7 • There is no ISA signage mounted at the strike side of the women's
- 8 restroom;
- 9 • The ISA mounted on the women's restroom door is incorrect;
- 10 • The women's restroom door requires more than five (5) pounds of
- 11 force to operate;
- 12 • The disposable seat cover dispensers are mounted too high;and,
- 13 • There is insufficient strike side clearance when exiting the restroom
- 14 due to the location of the paper towel dispenser.

15 These barriers prevented Hubbard from enjoying full and equal access at
16 the Dickey's Facility.

17 136. Hubbard was also deterred from visiting the Dickey's Facility
18 because she knew that the Dickey's Facility's goods, services, facilities,
19 privileges, advantages, and accommodations were unavailable to physically
20 disabled patrons (such as herself). She continues to be deterred from visiting the
21 Dickey's Facility because of the future threats of injury created by these barriers.

22 137. To the extent known by Hubbard, the barriers at the Reference 5
23 Facility included, but are not limited to, the following:

- 24 • There is no dressing room identified with an ISA;
- 25 • The dressing room door lock is not accessible;
- 26 • There is no accessible dressing room;
- 27 • There is no handle mounted below the dressing room lock;
- 28 • The dressing room is too small;

- 1 • The dressing room door swings in, thereby causing insufficient clear
- 2 floor space; and,
- 3 • There is no bench in the dressing room.

4 These barriers prevented Hubbard from enjoying full and equal access at
5 the Reference 5 Facility.

6 138. Hubbard was also deterred from visiting the Reference 5 Facility
7 because she knew that the Reference 5 Facility's goods, services, facilities,
8 privileges, advantages, and accommodations were unavailable to physically
9 disabled patrons (such as herself). She continues to be deterred from visiting the
10 Reference 5 Facility because of the future threats of injury created by these
11 barriers.

12 139. To the extent known by Hubbard, the barriers at the No Fear
13 Facility included, but are not limited to, the following:

- 14 • The accessible dressing room is not identified with an ISA;
- 15 • The dressing room is too small;
- 16 • The clothing hooks are mounted too high;
- 17 • There is no space for a wheelchair beside the bench in the dressing
- 18 room;
- 19 • The dressing room lock requires twisting, pinching, and/or grasping
- 20 to operate;
- 21 • There is no handle mounted below the dressing room lock;
- 22 • The dressing room door is not self-closing;
- 23 • The dressing room mirror is not mounted so as to afford a view to a
- 24 person both sitting a bench and standing up; and,
- 25 • The dressing room mirror is not 18 inches wide.

26 These barriers prevented Hubbard from enjoying full and equal access at
27 the No Fear Facility.

1 140. Hubbard was also deterred from visiting the No Fear Facility
2 because she knew that the No Fear Facility's goods, services, facilities,
3 privileges, advantages, and accommodations were unavailable to physically
4 disabled patrons (such as herself). She continues to be deterred from visiting the
5 No Fear Facility because of the future threats of injury created by these barriers.

6 141. To the extent known by Hubbard, the barriers at the Romy Facility
7 included, but are not limited to, the following:

- 8 • The accessible dressing room is not identified with an ISA;
- 9 • The dressing room is too small and does not have the required clear
10 floor space;
- 11 • There is no door to the dressing room, only curtains, thereby
12 causing a patron to use manual dexterity in order to close them;
- 13 • The clothes hooks in the dressing room are mounted too high;
- 14 • There is no mirror in the dressing room;
- 15 • The mirror outside of the dressing room is mounted too high; and,
- 16 • There is no bench inside the dressing room, only a stool.

17 These barriers prevented Hubbard from enjoying full and equal access at
18 the Romy Facility.

19 142. Hubbard was also deterred from visiting the Romy Facility because
20 she knew that the Romy Facility's goods, services, facilities, privileges,
21 advantages, and accommodations were unavailable to physically disabled
22 patrons (such as herself). She continues to be deterred from visiting the Romy
23 Facility because of the future threats of injury created by these barriers.

24 143. To the extent known by Hubbard, the barriers at the Papaya Facility
25 included, but are not limited to, the following:

- 26 • The counter is too high with no portion lowered to accommodate a
27 patron in a wheelchair;
- 28 • The pay point machine is too high;

- 1 • The accessible dressing room is not identified with an ISA;
- 2 • The dressing room door swings in, thereby obstructing the required
- 3 clear floor space;
- 4 • The dressing room mirror is not mounted so as to afford a view to a
- 5 person both sitting a bench and standing up
- 6 • The dressing room bench is unfinished and dangerous;
- 7 • There is no space for a wheelchair beside the bench in the dressing
- 8 room; and,
- 9 • The dressing room lock requires twisting, pinching, and/or grasping
- 10 to operate.

11 These barriers prevented Hubbard from enjoying full and equal access at
12 the Papaya Facility.

13 144. Hubbard was also deterred from visiting the Papaya Facility
14 because she knew that the Papaya Facility's goods, services, facilities, privileges,
15 advantages, and accommodations were unavailable to physically disabled
16 patrons (such as herself). She continues to be deterred from visiting the Papaya
17 Facility because of the future threats of injury created by these barriers.

18 145. To the extent known by Hubbard, the barriers at the Hot Topic
19 Facility included, but are not limited to, the following:

- 20 • The accessible dressing room is not identified with an ISA;
- 21 • There is no door to the dressing room, only curtains, thereby
- 22 causing a patron to use manual dexterity in order to close them;
- 23 • The dressing room mirror is not mounted so as to afford a view to a
- 24 person both sitting a bench and standing up;
- 25 • There is no space for a wheelchair beside the bench in the dressing
- 26 room; and,
- 27 • The coat hooks are mounted too high.

1 These barriers prevented Hubbard from enjoying full and equal access at
2 the Hot Topic Facility.

3 146. Hubbard was also deterred from visiting the Hot Topic Facility
4 because she knew that the Hot Topic Facility's goods, services, facilities,
5 privileges, advantages, and accommodations were unavailable to physically
6 disabled patrons (such as herself). She continues to be deterred from visiting the
7 Hot Topic Facility because of the future threats of injury created by these
8 barriers.

9 147. To the extent known by Hubbard, the barriers at the PacSun Facility
10 included, but are not limited to, the following:

- 11 • The counter is too high with no portion lowered to accommodate a
- 12 patron in a wheelchair;
- 13 • The pay point machine is too high;
- 14 • The dressing room door swings into the dressing room, thereby
- 15 causing insufficient clear floor space;
- 16 • There is no handle mounted below the lock on the dressing room
- 17 door; and,
- 18 • There is no space for a wheelchair beside the bench in the dressing
- 19 room.

20 These barriers prevented Hubbard from enjoying full and equal access at
21 the PacSun Facility.

22 148. Hubbard was also deterred from visiting the PacSun Facility
23 because she knew that the PacSun Facility's goods, services, facilities,
24 privileges, advantages, and accommodations were unavailable to physically
25 disabled patrons (such as herself). She continues to be deterred from visiting the
26 PacSun Facility because of the future threats of injury created by these barriers.

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1 149. To the extent known by Hubbard, the barriers at the H & M Facility
2 included, but are not limited to, the following:

- 3 • The dressing room mirror is not mounted so as to afford a view to a
4 person both sitting a bench and standing up;
- 5 • There is no space for a wheelchair beside the bench in the dressing
6 room;
- 7 • The dressing room bench is not mounted to the wall;
- 8 • The hooks in the dressing room are mounted too high;
- 9 • The dressing room door is not self-closing;
- 10 • There is no handle below the lock of the dressing room door; and,
- 11 • There is no ISA identifying the accessible dressing room.

12 These barriers prevented Hubbard from enjoying full and equal access at
13 the H & M Facility.

14 150. Hubbard was also deterred from visiting the H & M Facility
15 because she knew that the H & M Facility's goods, services, facilities, privileges,
16 advantages, and accommodations were unavailable to physically disabled
17 patrons (such as herself). She continues to be deterred from visiting the H & M
18 Facility because of the future threats of injury created by these barriers.

19 151. To the extent known by Hubbard, the barriers at the Body Basics
20 Facility included, but are not limited to, the following:

- 21 • There is no door to the dressing room, only curtains, thereby
22 causing a patron to use manual dexterity in order to close them;
- 23 • The clothes hooks are mounted too high;
- 24 • There is no bench in the dressing room; and,
- 25 • The dressing room mirror is not mounted so as to afford a view to a
26 person both sitting a bench and standing up.

27 These barriers prevented Hubbard from enjoying full and equal access at
28 the Body Basics Facility.

1 152. Hubbard was also deterred from visiting the Body Basics Facility
2 because she knew that the Body Basics Facility's goods, services, facilities,
3 privileges, advantages, and accommodations were unavailable to physically
4 disabled patrons (such as herself). She continues to be deterred from visiting the
5 Body Basics Facility because of the future threats of injury created by these
6 barriers.

7 153. Hubbard also encountered barriers at the various facilities which
8 violate state and federal law, but were unrelated to her disability. Nothing within
9 this Complaint, however, should be construed as an allegation that Hubbard is
10 seeking to remove barriers unrelated to her disability.

11 154. The Plaza Bonita Common Area Defendants knew that these
12 elements and areas of the Plaza Bonita Common Area Facility were inaccessible,
13 violate state and federal law, and interfere with (or deny) access to the physically
14 disabled. Moreover, the Plaza Bonita Common Area Defendants have the
15 financial resources to remove these barriers from the Plaza Bonita Common Area
16 Facility (without much difficulty or expense), and make the Plaza Bonita
17 Common Area Facility accessible to the physically disabled. To date, however,
18 the Plaza Bonita Common Area Defendants refuse to either remove those
19 barriers or seek an unreasonable hardship exemption to excuse non-compliance.

20 155. At all relevant times, the Plaza Bonita Common Area Defendants
21 have possessed and enjoyed sufficient control and authority to modify the Plaza
22 Bonita Common Area Facility to remove impediments to wheelchair access and
23 to comply with the Americans with Disabilities Act Accessibility Guidelines and
24 Title 24 regulations. The Plaza Bonita Common Area Defendants have not
25 removed such impediments and have not modified the Plaza Bonita Common
26 Area Facility to conform to accessibility standards. The Plaza Bonita Common
27 Area Defendants has intentionally maintained the Plaza Bonita Common Area
28 Facility in its current condition and have intentionally refrained from altering

1 Plaza Bonita Common Area Facility so that it complies with the accessibility
2 standards.

3 156. Hubbard further alleges that the (continued) presence of barriers at
4 the Plaza Bonita Common Area Facility is so obvious as to establish the Plaza
5 Bonita Common Area Defendants' discriminatory intent.¹ On information and
6 belief, Hubbard avers that evidence of the discriminatory intent includes the
7 Plaza Bonita Common Area Defendants' refusal to adhere to relevant building
8 standards; disregard for the building plans and permits issued for the Plaza
9 Bonita Common Area Facility; conscientious decision to the architectural layout
10 (as it currently exists) at the Plaza Bonita Common Area Facility; decision not to
11 remove barriers from the Plaza Bonita Common Area Facility; and allowance
12 that the Plaza Bonita Common Area Facility continues to exist in its non-
13 compliant state. Hubbard further alleges, on information and belief, that the
14 Plaza Bonita Common Area Defendants are not in the midst of a remodel, and
15 that the barriers present at the Plaza Bonita Common Area Facility are not
16 isolated (or temporary) interruptions in access due to maintenance or repairs.²

17 157. The Corner Bakery Defendants knew that these elements and areas
18 of the Corner Bakery Facility were inaccessible, violate state and federal law,
19 and interfere with (or deny) access to the physically disabled. Moreover, the
20 Corner Bakery Defendants have the financial resources to remove these barriers
21 from the Corner Bakery Facility (without much difficulty or expense), and make
22 the Corner Bakery Facility accessible to the physically disabled. To date,
23 however, the Corner Bakery Defendants refuse to either remove those barriers or
24 seek an unreasonable hardship exemption to excuse non-compliance.

25 158. At all relevant times, the Corner Bakery Defendants have possessed
26 and enjoyed sufficient control and authority to modify the Corner Bakery Facility
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28 ¹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

² Id.; 28 C.F.R. § 36.211(b)

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1 to remove impediments to wheelchair access and to comply with the Americans
2 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
3 Corner Bakery Defendants have not removed such impediments and have not
4 modified the Corner Bakery Facility to conform to accessibility standards. The
5 Corner Bakery Defendants have intentionally maintained the Corner Bakery
6 Facility in its current condition and has intentionally refrained from altering the
7 Corner Bakery Facility so that it complies with the accessibility standards.

8 159. Hubbard further alleges that the (continued) presence of barriers at
9 the Corner Bakery Facility is so obvious as to establish the Corner Bakery
10 Defendants' discriminatory intent.³ On information and belief, Hubbard avers
11 that evidence of the discriminatory intent includes the Corner Bakery
12 Defendants' refusal to adhere to relevant building standards; disregard for the
13 building plans and permits issued for the Corner Bakery Facility; conscientious
14 decision to the architectural layout (as it currently exists) at the Corner Bakery
15 Facility; decision not to remove barriers from the Corner Bakery Facility; and
16 allowance that the Corner Bakery Facility continues to exist in its non-compliant
17 state. Hubbard further alleges, on information and belief, that the Corner Bakery
18 Defendants are not in the midst of a remodel, and that the barriers present at the
19 Corner Bakery Facility are not isolated (or temporary) interruptions in access due
20 to maintenance or repairs.⁴

21 160. The Rave Defendants knew that these elements and areas of the
22 Rave Facility were inaccessible, violate state and federal law, and interfere with
23 (or deny) access to the physically disabled. Moreover, the Rave Defendants have
24 the financial resources to remove these barriers from the Rave Facility (without
25 much difficulty or expense), and make the Rave Facility accessible to the
26 physically disabled. To date, however, the Rave Defendants refuse to either
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28 ³ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

⁴ Id.; 28 C.F.R. § 36.211(b)

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1 remove those barriers or seek an unreasonable hardship exemption to excuse
2 non-compliance.

3 161. At all relevant times, the Rave Defendants have possessed and
4 enjoyed sufficient control and authority to modify the Rave Facility to remove
5 impediments to wheelchair access and to comply with the Americans with
6 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Rave
7 Defendants have not removed such impediments and have not modified the Rave
8 Facility to conform to accessibility standards. The Rave Defendants have
9 intentionally maintained the Rave Facility in its current condition and has
10 intentionally refrained from altering Rave Facility so that it complies with the
11 accessibility standards.

12 162. Hubbard further alleges that the (continued) presence of barriers at
13 the Rave Facility is so obvious as to establish the Rave Defendants'
14 discriminatory intent.⁵ On information and belief, Hubbard avers that evidence
15 of the discriminatory intent includes the Rave Defendants' refusal to adhere to
16 relevant building standards; disregard for the building plans and permits issued
17 for the Rave Facility; conscientious decision to the architectural layout (as it
18 currently exists) at the Rave Facility; decision not to remove barriers from the
19 Rave Facility; and allowance that the Rave Facility continues to exist in its non-
20 compliant state. Hubbard further alleges, on information and belief, that the
21 Rave Defendants are not in the midst of a remodel, and that the barriers present
22 at the Rave Facility are not isolated (or temporary) interruptions in access due to
23 maintenance or repairs.⁶

24 163. The Finish Line Defendants knew that these elements and areas of
25 the Finish Line Facility were inaccessible, violate state and federal law, and
26 interfere with (or deny) access to the physically disabled. Moreover, the Finish
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28 ⁵ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

⁶ Id.; 28 C.F.R. § 36.211(b)

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1 Line Defendants have the financial resources to remove these barriers from the
2 Finish Line Facility (without much difficulty or expense), and make the Finish
3 Line Facility accessible to the physically disabled. To date, however, the Finish
4 Line Defendants refuse to either remove those barriers or seek an unreasonable
5 hardship exemption to excuse non-compliance.

6 164. At all relevant times, the Finish Line Defendants have possessed
7 and enjoyed sufficient control and authority to modify the Finish Line Facility to
8 remove impediments to wheelchair access and to comply with the Americans
9 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
10 Finish Line Defendants have not removed such impediments and have not
11 modified the Finish Line Facility to conform to accessibility standards. The
12 Finish Line Defendants have intentionally maintained the Finish Line Facility in
13 its current condition and has intentionally refrained from altering the Finish Line
14 Facility so that it complies with the accessibility standards.

15 165. Hubbard further alleges that the (continued) presence of barriers at
16 the Finish Line Facility is so obvious as to establish the Finish Line Defendants'
17 discriminatory intent.⁷ On information and belief, Hubbard avers that evidence
18 of the discriminatory intent includes the Finish Line Defendants' refusal to
19 adhere to relevant building standards; disregard for the building plans and
20 permits issued for the Finish Line Facility; conscientious decision to the
21 architectural layout (as it currently exists) at the Finish Line Facility; decision
22 not to remove barriers from the Finish Line Facility; and allowance that the
23 Finish Line Facility continues to exist in its non-compliant state. Hubbard
24 further alleges, on information and belief, that the Finish Line Defendants are not
25 in the midst of a remodel, and that the barriers present at the Finish Line Facility

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⁷ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 are not isolated (or temporary) interruptions in access due to maintenance or
2 repairs.⁸

3 166. The Rave Girl Defendants knew that these elements and areas of the
4 Rave Girl Facility were inaccessible, violate state and federal law, and interfere
5 with (or deny) access to the physically disabled. Moreover, the Rave Girl
6 Defendants have the financial resources to remove these barriers from the Rave
7 Girl Facility (without much difficulty or expense), and make the Rave Girl
8 Facility accessible to the physically disabled. To date, however, the Rave Girl
9 Defendants refuse to either remove those barriers or seek an unreasonable
10 hardship exemption to excuse non-compliance.

11 167. At all relevant times, the Rave Girl Defendants have possessed and
12 enjoyed sufficient control and authority to modify the Rave Girl Facility to
13 remove impediments to wheelchair access and to comply with the Americans
14 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
15 Rave Girl Defendants have not removed such impediments and have not
16 modified the Rave Girl Facility to conform to accessibility standards. The Rave
17 Girl Defendants have intentionally maintained the Rave Girl Facility in its
18 current condition and has intentionally refrained from altering the Rave Girl
19 Facility Area so that it complies with the accessibility standards.

20 168. Hubbard further alleges that the (continued) presence of barriers at
21 the Rave Girl Facility is so obvious as to establish the Rave Girl Defendants'
22 discriminatory intent.⁹ On information and belief, Hubbard avers that evidence
23 of the discriminatory intent includes the Rave Girl Defendants' refusal to adhere
24 to relevant building standards; disregard for the building plans and permits
25 issued for the Rave Girl Facility; conscientious decision to the architectural
26 layout (as it currently exists) at the Rave Girl Facility; decision not to remove

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28 ⁸ Id.; 28 C.F.R. § 36.211(b)

⁹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 barriers from the Rave Girl Facility; and allowance that the Rave Girl Facility
2 continues to exist in its non-compliant state. Hubbard further alleges, on
3 information and belief, that the Rave Girl Defendants are not in the midst of a
4 remodel, and that the barriers present at the Rave Girl Facility are not isolated (or
5 temporary) interruptions in access due to maintenance or repairs.¹⁰

6 169. The Vans Defendants knew that these elements and areas of the
7 Vans Facility were inaccessible, violate state and federal law, and interfere with
8 (or deny) access to the physically disabled. Moreover, the Vans Defendants have
9 the financial resources to remove these barriers from the Vans Facility (without
10 much difficulty or expense), and make the Vans Facility accessible to the
11 physically disabled. To date, however, the Vans Defendants refuse to either
12 remove those barriers or seek an unreasonable hardship exemption to excuse
13 non-compliance.

14 170. At all relevant times, the Vans Defendants have possessed and
15 enjoyed sufficient control and authority to modify the Vans Facility to remove
16 impediments to wheelchair access and to comply with the Americans with
17 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Vans
18 Defendants have not removed such impediments and have not modified the Vans
19 Facility to conform to accessibility standards. The Vans Defendants have
20 intentionally maintained the Vans Facility in its current condition and has
21 intentionally refrained from altering the Vans Facility so that it complies with the
22 accessibility standards.

23 171. Hubbard further alleges that the (continued) presence of barriers at
24 the Vans Facility is so obvious as to establish the Vans Defendants'
25 discriminatory intent.¹¹ On information and belief, Hubbard avers that evidence
26 of the discriminatory intent includes the Vans Defendants' refusal to adhere to
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28 ¹⁰ Id.; 28 C.F.R. § 36.211(b)

¹¹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 relevant building standards; disregard for the building plans and permits issued
2 for the Vans Facility; conscientious decision to the architectural layout (as it
3 currently exists) at the Vans Facility; decision not to remove barriers from the
4 Vans Facility; and allowance that the Vans Facility continues to exist in its non-
5 compliant state. Hubbard further alleges, on information and belief, that the
6 Vans Defendants are not in the midst of a remodel, and that the barriers present
7 at the Vans Facility are not isolated (or temporary) interruptions in access due to
8 maintenance or repairs.¹²

9 172. The House of Flava Defendants knew that these elements and areas
10 of the House of Flava Facility were inaccessible, violate state and federal law,
11 and interfere with (or deny) access to the physically disabled. Moreover, the
12 House of Flava Defendants have the financial resources to remove these barriers
13 from the House of Flava Facility (without much difficulty or expense), and make
14 the House of Flava Facility accessible to the physically disabled. To date,
15 however, the House of Flava Defendants refuse to either remove those barriers or
16 seek an unreasonable hardship exemption to excuse non-compliance.

17 173. At all relevant times, the House of Flava Defendants have possessed
18 and enjoyed sufficient control and authority to modify the House of Flava
19 Facility to remove impediments to wheelchair access and to comply with the
20 Americans with Disabilities Act Accessibility Guidelines and Title 24
21 regulations. The House of Flava Defendants have not removed such
22 impediments and have not modified the House of Flava Facility to conform to
23 accessibility standards. The House of Flava Defendants have intentionally
24 maintained the House of Flava Facility in its current condition and has
25 intentionally refrained from altering the House of Flava Facility so that it
26 complies with the accessibility standards.

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¹² Id.; 28 C.F.R. § 36.211(b)
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1 174. Hubbard further alleges that the (continued) presence of barriers at
2 the House of Flava Facility is so obvious as to establish the House of Flava
3 Defendants' discriminatory intent.¹³ On information and belief, Hubbard avers
4 that evidence of the discriminatory intent includes the House of Flava
5 Defendants' refusal to adhere to relevant building standards; disregard for the
6 building plans and permits issued for the House of Flava Facility; conscientious
7 decision to the architectural layout (as it currently exists) at the House of Flava
8 Facility; decision not to remove barriers from the House of Flava Facility; and
9 allowance that the House of Flava Facility continues to exist in its non-compliant
10 state. Hubbard further alleges, on information and belief, that the House of
11 Flava Defendants are not in the midst of a remodel, and that the barriers present
12 at the House of Flava Facility are not isolated (or temporary) interruptions in
13 access due to maintenance or repairs.¹⁴

14 175. The Johnny Rockets Defendants knew that these elements and areas
15 of the Johnny Rockets Facility were inaccessible, violate state and federal law,
16 and interfere with (or deny) access to the physically disabled. Moreover, the
17 Johnny Rockets Defendants have the financial resources to remove these barriers
18 from the Johnny Rockets Facility (without much difficulty or expense), and
19 make the Johnny Rockets Facility accessible to the physically disabled. To date,
20 however, the Johnny Rockets Defendants refuse to either remove those barriers
21 or seek an unreasonable hardship exemption to excuse non-compliance.

22 176. At all relevant times, the Johnny Rockets Defendants have
23 possessed and enjoyed sufficient control and authority to modify the Johnny
24 Rockets Facility to remove impediments to wheelchair access and to comply
25 with the Americans with Disabilities Act Accessibility Guidelines and Title 24
26 regulations. The Johnny Rockets Defendants have not removed such
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28 ¹³ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

¹⁴ Id.; 28 C.F.R. § 36.211(b)

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1 impediments and have not modified the Johnny Rockets Facility to conform to
2 accessibility standards. The Johnny Rockets Defendants have intentionally
3 maintained the Johnny Rockets Facility in its current condition and has
4 intentionally refrained from altering the Johnny Rockets Facility so that it
5 complies with the accessibility standards.

6 177. Hubbard further alleges that the (continued) presence of barriers at
7 the Johnny Rockets Facility is so obvious as to establish the Johnny Rockets
8 Defendants' discriminatory intent.¹⁵ On information and belief, Hubbard avers
9 that evidence of the discriminatory intent includes the Johnny Rockets
10 Defendants' refusal to adhere to relevant building standards; disregard for the
11 building plans and permits issued for the Johnny Rockets Facility; conscientious
12 decision to the architectural layout (as it currently exists) at the Johnny Rockets
13 Facility; decision not to remove barriers from the Johnny Rockets Facility; and
14 allowance that the Johnny Rockets Facility continues to exist in its non-
15 compliant state. Hubbard further alleges, on information and belief, that the
16 Johnny Rockets Defendants are not in the midst of a remodel, and that the
17 barriers present at the Johnny Rockets Facility are not isolated (or temporary)
18 interruptions in access due to maintenance or repairs.¹⁶

19 178. The Applebee's Defendants knew that these elements and areas of
20 the Applebee's Facility were inaccessible, violate state and federal law, and
21 interfere with (or deny) access to the physically disabled. Moreover, the
22 Applebee's Defendants have the financial resources to remove these barriers
23 from the Applebee's Facility (without much difficulty or expense), and make the
24 Applebee's Facility accessible to the physically disabled. To date, however, the
25 Applebee's Defendants refuse to either remove those barriers or seek an
26 unreasonable hardship exemption to excuse non-compliance.

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28 ¹⁵ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

¹⁶ Id.; 28 C.F.R. § 36.211(b)

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1 179. At all relevant times, the Applebee's Defendants have possessed
2 and enjoyed sufficient control and authority to modify the Applebee's Facility to
3 remove impediments to wheelchair access and to comply with the Americans
4 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
5 Applebee's Defendants have not removed such impediments and have not
6 modified the Applebee's Facility to conform to accessibility standards. The
7 Applebee's Defendants have intentionally maintained the Applebee's Facility in
8 its current condition and has intentionally refrained from altering the Applebee's
9 Facility so that it complies with the accessibility standards.

10 180. Hubbard further alleges that the (continued) presence of barriers at
11 the Applebee's Facility is so obvious as to establish the Applebee's Defendants'
12 discriminatory intent.¹⁷ On information and belief, Hubbard avers that evidence
13 of the discriminatory intent includes the Applebee's Defendants' refusal to
14 adhere to relevant building standards; disregard for the building plans and
15 permits issued for the Applebee's Facility; conscientious decision to the
16 architectural layout (as it currently exists) at the Applebee's Facility; decision
17 not to remove barriers from the Applebee's Facility; and allowance that the
18 Applebee's Facility continues to exist in its non-compliant state. Hubbard
19 further alleges, on information and belief, that the Applebee's Defendants are not
20 in the midst of a remodel, and that the barriers present at the Applebee's Facility
21 are not isolated (or temporary) interruptions in access due to maintenance or
22 repairs.¹⁸

23 181. The Motherhood Defendants knew that these elements and areas of
24 the Motherhood Facility were inaccessible, violate state and federal law, and
25 interfere with (or deny) access to the physically disabled. Moreover, the
26 Motherhood Defendants have the financial resources to remove these barriers
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28 ¹⁷ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

¹⁸ Id.; 28 C.F.R. § 36.211(b)

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1 from the Motherhood Facility (without much difficulty or expense), and make
2 the Motherhood Facility accessible to the physically disabled. To date, however,
3 the Motherhood Defendants refuse to either remove those barriers or seek an
4 unreasonable hardship exemption to excuse non-compliance.

5 182. At all relevant times, the Motherhood Defendants have possessed
6 and enjoyed sufficient control and authority to modify the Motherhood Facility
7 to remove impediments to wheelchair access and to comply with the Americans
8 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
9 Motherhood Defendants have not removed such impediments and have not
10 modified the Motherhood Facility to conform to accessibility standards. The
11 Motherhood Defendants have intentionally maintained the Motherhood Facility
12 in its current condition and has intentionally refrained from altering the
13 Motherhood Facility so that it complies with the accessibility standards.

14 183. Hubbard further alleges that the (continued) presence of barriers at
15 the Motherhood Facility is so obvious as to establish the Motherhood
16 Defendants' discriminatory intent.¹⁹ On information and belief, Hubbard avers
17 that evidence of the discriminatory intent includes the Motherhood Defendants'
18 refusal to adhere to relevant building standards; disregard for the building plans
19 and permits issued for the Motherhood Facility; conscientious decision to the
20 architectural layout (as it currently exists) at the Motherhood Facility; decision
21 not to remove barriers from the Motherhood Facility; and allowance that the
22 Motherhood Facility continues to exist in its non-compliant state. Hubbard
23 further alleges, on information and belief, that the Motherhood Defendants are
24 not in the midst of a remodel, and that the barriers present at the Motherhood
25 Facility are not isolated (or temporary) interruptions in access due to
26 maintenance or repairs.²⁰

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28 ¹⁹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

²⁰ Id.; 28 C.F.R. § 36.211(b)

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1 184. The Hollister Defendants knew that these elements and areas of the
2 Hollister Facility were inaccessible, violate state and federal law, and interfere
3 with (or deny) access to the physically disabled. Moreover, the Hollister
4 Defendants have the financial resources to remove these barriers from the
5 Hollister Facility (without much difficulty or expense), and make the Hollister
6 Facility accessible to the physically disabled. To date, however, the Hollister
7 Defendants refuse to either remove those barriers or seek an unreasonable
8 hardship exemption to excuse non-compliance.

9 185. At all relevant times, the Hollister Defendants have possessed and
10 enjoyed sufficient control and authority to modify the Hollister Facility to
11 remove impediments to wheelchair access and to comply with the Americans
12 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
13 Hollister Defendants have not removed such impediments and have not modified
14 the Hollister Facility to conform to accessibility standards. The Hollister
15 Defendants have intentionally maintained the Hollister Facility in its current
16 condition and has intentionally refrained from altering the Hollister Facility so
17 that it complies with the accessibility standards.

18 186. Hubbard further alleges that the (continued) presence of barriers at
19 the Hollister Facility is so obvious as to establish the Hollister Defendants'
20 discriminatory intent.²¹ On information and belief, Hubbard avers that evidence
21 of the discriminatory intent includes the Hollister Defendants' refusal to adhere
22 to relevant building standards; disregard for the building plans and permits
23 issued for the Hollister Facility; conscientious decision to the architectural layout
24 (as it currently exists) at the Hollister Facility; decision not to remove barriers
25 from the Hollister Facility; and allowance that the Hollister Facility continues to
26 exist in its non-compliant state. Hubbard further alleges, on information and
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²¹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 belief, that the Hollister Defendants are not in the midst of a remodel, and that
2 the barriers present at the Hollister Facility are not isolated (or temporary)
3 interruptions in access due to maintenance or repairs.²²

4 187. The Forever 21 Defendants knew that these elements and areas of
5 the Forever 21 Facility were inaccessible, violate state and federal law, and
6 interfere with (or deny) access to the physically disabled. Moreover, the Forever
7 21 Defendants have the financial resources to remove these barriers from the
8 Forever 21 Facility (without much difficulty or expense), and make the Forever
9 21 Facility accessible to the physically disabled. To date, however, the Forever
10 21 Defendants refuse to either remove those barriers or seek an unreasonable
11 hardship exemption to excuse non-compliance.

12 188. At all relevant times, the Forever 21 Defendants have possessed and
13 enjoyed sufficient control and authority to modify the Forever 21 Facility to
14 remove impediments to wheelchair access and to comply with the Americans
15 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
16 Forever 21 Defendants have not removed such impediments and have not
17 modified the Forever 21 Facility to conform to accessibility standards. The
18 Forever 21 Defendants have intentionally maintained the Forever 21 Facility in
19 its current condition and has intentionally refrained from altering the Forever 21
20 Facility so that it complies with the accessibility standards.

21 189. Hubbard further alleges that the (continued) presence of barriers at
22 the Forever 21 Facility is so obvious as to establish the Forever 21 Defendants'
23 discriminatory intent.²³ On information and belief, Hubbard avers that evidence
24 of the discriminatory intent includes the Forever 21 Defendants' refusal to
25 adhere to relevant building standards; disregard for the building plans and
26 permits issued for the Forever 21 Facility; conscientious decision to the

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28 ²² Id.; 28 C.F.R. § 36.211(b)

²³ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 architectural layout (as it currently exists) at the Forever 21 Facility; decision not
2 to remove barriers from the Forever 21 Facility; and allowance that the Forever
3 21 Facility continues to exist in its non-compliant state. Hubbard further alleges,
4 on information and belief, that the Forever 21 Defendants are not in the midst of
5 a remodel, and that the barriers present at the Forever 21 Facility are not isolated
6 (or temporary) interruptions in access due to maintenance or repairs.²⁴

7 190. The New York & Co. Defendants knew that these elements and
8 areas of the New York & Co. Facility were inaccessible, violate state and federal
9 law, and interfere with (or deny) access to the physically disabled. Moreover,
10 the New York & Co. Defendants have the financial resources to remove these
11 barriers from the New York & Co. Facility (without much difficulty or expense),
12 and make the New York & Co. Facility accessible to the physically disabled. To
13 date, however, the New York & Co. Defendants refuse to either remove those
14 barriers or seek an unreasonable hardship exemption to excuse non-compliance.

15 191. At all relevant times, the New York & Co. Defendants have
16 possessed and enjoyed sufficient control and authority to modify the New York
17 & Co. Facility to remove impediments to wheelchair access and to comply with
18 the Americans with Disabilities Act Accessibility Guidelines and Title 24
19 regulations. The New York & Co. Defendants have not removed such
20 impediments and have not modified the New York & Co. Facility to conform to
21 accessibility standards. The New York & Co. Defendants have intentionally
22 maintained the New York & Co. Facility in its current condition and has
23 intentionally refrained from altering the New York & Co. Facility so that it
24 complies with the accessibility standards.

25 192. Hubbard further alleges that the (continued) presence of barriers at
26 the New York & Co. Facility is so obvious as to establish the New York & Co.

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²⁴ Id.; 28 C.F.R. § 36.211(b)
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1 Defendants' discriminatory intent.²⁵ On information and belief, Hubbard avers
2 that evidence of the discriminatory intent includes the New York & Co.
3 Defendants' refusal to adhere to relevant building standards; disregard for the
4 building plans and permits issued for the New York & Co. Facility;
5 conscientious decision to the architectural layout (as it currently exists) at the
6 New York & Co. Facility; decision not to remove barriers from the New York &
7 Co. Facility; and allowance that the New York & Co. Facility continues to exist
8 in its non-compliant state. Hubbard further alleges, on information and belief,
9 that the New York & Co. Defendants are not in the midst of a remodel, and that
10 the barriers present at the New York & Co. Facility are not isolated (or
11 temporary) interruptions in access due to maintenance or repairs.²⁶

12 193. The American Eagle Defendants knew that these elements and areas
13 of the American Eagle Facility were inaccessible, violate state and federal law,
14 and interfere with (or deny) access to the physically disabled. Moreover, the
15 American Eagle Defendants have the financial resources to remove these barriers
16 from the American Eagle Facility (without much difficulty or expense), and
17 make the American Eagle Facility accessible to the physically disabled. To date,
18 however, the American Eagle Defendants refuse to either remove those barriers
19 or seek an unreasonable hardship exemption to excuse non-compliance.

20 194. At all relevant times, the American Eagle Defendants have
21 possessed and enjoyed sufficient control and authority to modify the American
22 Eagle Facility to remove impediments to wheelchair access and to comply with
23 the Americans with Disabilities Act Accessibility Guidelines and Title 24
24 regulations. The American Eagle Defendants have not removed such
25 impediments and have not modified the American Eagle Facility to conform to
26 accessibility standards. The American Eagle Defendants have intentionally

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28 ²⁵ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

²⁶ Id.; 28 C.F.R. § 36.211(b)

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1 maintained the American Eagle Facility in its current condition and has
2 intentionally refrained from altering the American Eagle Facility so that it
3 complies with the accessibility standards.

4 195. Hubbard further alleges that the (continued) presence of barriers at
5 the American Eagle Facility is so obvious as to establish the American Eagle
6 Defendants' discriminatory intent.²⁷ On information and belief, Hubbard avers
7 that evidence of the discriminatory intent includes the American Eagle
8 Defendants' refusal to adhere to relevant building standards; disregard for the
9 building plans and permits issued for the American Eagle Facility; conscientious
10 decision to the architectural layout (as it currently exists) at the American Eagle
11 Facility; decision not to remove barriers from the American Eagle Facility; and
12 allowance that the American Eagle Facility continues to exist in its non-
13 compliant state. Hubbard further alleges, on information and belief, that the
14 American Eagle Defendants are not in the midst of a remodel, and that the
15 barriers present at the American Eagle Facility are not isolated (or temporary)
16 interruptions in access due to maintenance or repairs.²⁸

17 196. The Sun Diego Defendants knew that these elements and areas of
18 the Sun Diego Facility were inaccessible, violate state and federal law, and
19 interfere with (or deny) access to the physically disabled. Moreover, the Sun
20 Diego Defendants have the financial resources to remove these barriers from the
21 Sun Diego Facility (without much difficulty or expense), and make the Sun
22 Diego Facility accessible to the physically disabled. To date, however, the Sun
23 Diego Defendants refuse to either remove those barriers or seek an unreasonable
24 hardship exemption to excuse non-compliance.

25 197. At all relevant times, the Sun Diego Defendants have possessed and
26 enjoyed sufficient control and authority to modify the Sun Diego Facility to
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28 ²⁷ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

²⁸ Id.; 28 C.F.R. § 36.211(b)

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1 remove impediments to wheelchair access and to comply with the Americans
2 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The Sun
3 Diego Defendants have not removed such impediments and have not modified
4 the Sun Diego Facility to conform to accessibility standards. The Sun Diego
5 Defendants have intentionally maintained the Sun Diego Facility in its current
6 condition and has intentionally refrained from altering the Sun Diego Facility so
7 that it complies with the accessibility standards.

8 198. Hubbard further alleges that the (continued) presence of barriers at
9 the Sun Diego Facility is so obvious as to establish the Sun Diego Defendants'
10 discriminatory intent.²⁹ On information and belief, Hubbard avers that evidence
11 of the discriminatory intent includes the Sun Diego Defendants' refusal to adhere
12 to relevant building standards; disregard for the building plans and permits
13 issued for the Sun Diego Facility; conscientious decision to the architectural
14 layout (as it currently exists) at the Sun Diego Facility; decision not to remove
15 barriers from the Sun Diego Facility; and allowance that the Sun Diego Facility
16 continues to exist in its non-compliant state. Hubbard further alleges, on
17 information and belief, that the Sun Diego Defendants are not in the midst of a
18 remodel, and that the barriers present at the Sun Diego Facility are not isolated
19 (or temporary) interruptions in access due to maintenance or repairs.³⁰

20 199. The Rox Fox Defendants knew that these elements and areas of the
21 Rox Fox Facility were inaccessible, violate state and federal law, and interfere
22 with (or deny) access to the physically disabled. Moreover, the Rox Fox
23 Defendants have the financial resources to remove these barriers from the Rox
24 Fox Facility (without much difficulty or expense), and make the Rox Fox
25 Facility accessible to the physically disabled. To date, however, the Rox Fox
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28 ²⁹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

³⁰ Id.; 28 C.F.R. § 36.211(b)

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1 Defendants refuse to either remove those barriers or seek an unreasonable
2 hardship exemption to excuse non-compliance.

3 200. At all relevant times, the Rox Fox Defendants have possessed and
4 enjoyed sufficient control and authority to modify the Rox Fox Facility to
5 remove impediments to wheelchair access and to comply with the Americans
6 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The Rox
7 Fox Defendants have not removed such impediments and have not modified the
8 Rox Fox Facility to conform to accessibility standards. The Rox Fox Defendants
9 have intentionally maintained the Rox Fox Facility in its current condition and
10 has intentionally refrained from altering the Rox Fox Facility so that it complies
11 with the accessibility standards.

12 201. Hubbard further alleges that the (continued) presence of barriers at
13 the Rox Fox Facility is so obvious as to establish the Rox Fox Defendants'
14 discriminatory intent.³¹ On information and belief, Hubbard avers that evidence
15 of the discriminatory intent includes the Rox Fox Defendants' refusal to adhere
16 to relevant building standards; disregard for the building plans and permits
17 issued for the Rox Fox Facility; conscientious decision to the architectural layout
18 (as it currently exists) at the Rox Fox Facility; decision not to remove barriers
19 from the Rox Fox Facility; and allowance that the Rox Fox Facility continues to
20 exist in its non-compliant state. Hubbard further alleges, on information and
21 belief, that the Rox Fox Defendants are not in the midst of a remodel, and that
22 the barriers present at the Rox Fox Facility are not isolated (or temporary)
23 interruptions in access due to maintenance or repairs.³²

24 202. The Torrid Defendants knew that these elements and areas of the
25 Torrid Facility were inaccessible, violate state and federal law, and interfere with
26 (or deny) access to the physically disabled. Moreover, the Torrid Defendants
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28 ³¹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

³² Id.; 28 C.F.R. § 36.211(b)

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1 have the financial resources to remove these barriers from the Torrid Facility
2 (without much difficulty or expense), and make the Torrid Facility accessible to
3 the physically disabled. To date, however, the Torrid Defendants refuse to either
4 remove those barriers or seek an unreasonable hardship exemption to excuse
5 non-compliance.

6 203. At all relevant times, the Torrid Defendants have possessed and
7 enjoyed sufficient control and authority to modify the Torrid Facility to remove
8 impediments to wheelchair access and to comply with the Americans with
9 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Torrid
10 Defendants have not removed such impediments and have not modified the
11 Torrid Facility to conform to accessibility standards. The Torrid Defendants
12 have intentionally maintained the Torrid Facility in its current condition and has
13 intentionally refrained from altering the Torrid Facility so that it complies with
14 the accessibility standards.

15 204. Hubbard further alleges that the (continued) presence of barriers at
16 the Torrid Facility is so obvious as to establish the Torrid Defendants'
17 discriminatory intent.³³ On information and belief, Hubbard avers that evidence
18 of the discriminatory intent includes the Torrid Defendants' refusal to adhere to
19 relevant building standards; disregard for the building plans and permits issued
20 for the Torrid Facility; conscientious decision to the architectural layout (as it
21 currently exists) at the Torrid Facility; decision not to remove barriers from the
22 Torrid Facility; and allowance that the Torrid Facility continues to exist in its
23 non-compliant state. Hubbard further alleges, on information and belief, that the
24 Torrid Defendants are not in the midst of a remodel, and that the barriers present
25 at the Torrid Facility are not isolated (or temporary) interruptions in access due
26 to maintenance or repairs.

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³³ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 205. The Wet Seal Defendants knew that these elements and areas of the
2 Wet Seal Facility were inaccessible, violate state and federal law, and interfere
3 with (or deny) access to the physically disabled. Moreover, the Wet Seal
4 Defendants have the financial resources to remove these barriers from the Wet
5 Seal Facility (without much difficulty or expense), and make the Wet Seal
6 Facility accessible to the physically disabled. To date, however, the Wet Seal
7 Defendants refuse to either remove those barriers or seek an unreasonable
8 hardship exemption to excuse non-compliance.

9 206. At all relevant times, the Wet Seal Defendants have possessed and
10 enjoyed sufficient control and authority to modify the Wet Seal Facility to
11 remove impediments to wheelchair access and to comply with the Americans
12 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The Wet
13 Seal Defendants have not removed such impediments and have not modified the
14 Wet Seal Facility to conform to accessibility standards. The Wet Seal
15 Defendants have intentionally maintained the Wet Seal Facility in its current
16 condition and has intentionally refrained from altering the Wet Seal Facility so
17 that it complies with the accessibility standards.

18 207. Hubbard further alleges that the (continued) presence of barriers at
19 the Wet Seal Facility is so obvious as to establish the Wet Seal Defendants'
20 discriminatory intent.³⁴ On information and belief, Hubbard avers that evidence
21 of the discriminatory intent includes the Wet Seal Defendants' refusal to adhere
22 to relevant building standards; disregard for the building plans and permits
23 issued for the Wet Seal Facility; conscientious decision to the architectural
24 layout (as it currently exists) at the Wet Seal Facility; decision not to remove
25 barriers from the Wet Seal Facility; and allowance that the Wet Seal Facility
26 continues to exist in its non-compliant state. Hubbard further alleges, on
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³⁴ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 information and belief, that the Wet Seal Defendants are not in the midst of a
2 remodel, and that the barriers present at the Wet Seal Facility are not isolated (or
3 temporary) interruptions in access due to maintenance or repairs.

4 208. The Victoria's Secret Defendants knew that these elements and
5 areas of the Victoria's Secret Facility were inaccessible, violate state and federal
6 law, and interfere with (or deny) access to the physically disabled. Moreover,
7 the Victoria's Secret Defendants have the financial resources to remove these
8 barriers from the Victoria's Secret Facility (without much difficulty or expense),
9 and make the Victoria's Secret Facility accessible to the physically disabled. To
10 date, however, the Victoria's Secret Defendants refuse to either remove those
11 barriers or seek an unreasonable hardship exemption to excuse non-compliance.

12 209. At all relevant times, the Victoria's Secret Defendants have
13 possessed and enjoyed sufficient control and authority to modify the Victoria's
14 Secret Facility to remove impediments to wheelchair access and to comply with
15 the Americans with Disabilities Act Accessibility Guidelines and Title 24
16 regulations. The Victoria's Secret Defendants have not removed such
17 impediments and have not modified the Victoria's Secret Facility to conform to
18 accessibility standards. The Victoria's Secret Defendants have intentionally
19 maintained the Victoria's Secret Facility in its current condition and has
20 intentionally refrained from altering the Victoria's Secret Facility so that it
21 complies with the accessibility standards.

22 210. Hubbard further alleges that the (continued) presence of barriers at
23 the Victoria's Secret Facility is so obvious as to establish the Victoria's Secret
24 Defendants' discriminatory intent.³⁵ On information and belief, Hubbard avers
25 that evidence of the discriminatory intent includes the Victoria's Secret
26 Defendants' refusal to adhere to relevant building standards; disregard for the
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³⁵ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 building plans and permits issued for the Victoria's Secret Facility; conscientious
2 decision to the architectural layout (as it currently exists) at the Victoria's Secret
3 Facility; decision not to remove barriers from the Victoria's Secret Facility; and
4 allowance that the Victoria's Secret Facility continues to exist in its non-
5 compliant state. Hubbard further alleges, on information and belief, that the
6 Victoria's Secret Defendants are not in the midst of a remodel, and that the
7 barriers present at the Victoria's Secret Facility are not isolated (or temporary)
8 interruptions in access due to maintenance or repairs.

9 211. The Vibe Defendants knew that these elements and areas of the
10 Vibe Facility were inaccessible, violate state and federal law, and interfere with
11 (or deny) access to the physically disabled. Moreover, the Vibe Defendants have
12 the financial resources to remove these barriers from the Vibe Facility (without
13 much difficulty or expense), and make the Vibe Facility accessible to the
14 physically disabled. To date, however, the Vibe Defendants refuse to either
15 remove those barriers or seek an unreasonable hardship exemption to excuse
16 non-compliance.

17 212. At all relevant times, the Vibe Defendants have possessed and
18 enjoyed sufficient control and authority to modify the Vibe Facility to remove
19 impediments to wheelchair access and to comply with the Americans with
20 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Vibe
21 Defendants have not removed such impediments and have not modified the Vibe
22 Facility to conform to accessibility standards. The Vibe Defendants have
23 intentionally maintained the Vibe Facility in its current condition and has
24 intentionally refrained from altering the Vibe Facility so that it complies with the
25 accessibility standards.

26 213. Hubbard further alleges that the (continued) presence of barriers at
27 the Vibe Facility is so obvious as to establish the Vibe Defendants'

1 discriminatory intent.³⁶ On information and belief, Hubbard avers that evidence
2 of the discriminatory intent includes the Vibe Defendants' refusal to adhere to
3 relevant building standards; disregard for the building plans and permits issued
4 for the Vibe Facility; conscientious decision to the architectural layout (as it
5 currently exists) at the Vibe Facility; decision not to remove barriers from the
6 Vibe Facility; and allowance that the Vibe Facility continues to exist in its non-
7 compliant state. Hubbard further alleges, on information and belief, that the
8 Vibe Defendants are not in the midst of a remodel, and that the barriers present at
9 the Vibe Facility are not isolated (or temporary) interruptions in access due to
10 maintenance or repairs.

11 214. The Fredericks Defendants knew that these elements and areas of
12 the Fredericks Facility were inaccessible, violate state and federal law, and
13 interfere with (or deny) access to the physically disabled. Moreover, the
14 Fredericks Defendants have the financial resources to remove these barriers from
15 the Fredericks Facility (without much difficulty or expense), and make the
16 Fredericks Facility accessible to the physically disabled. To date, however, the
17 Fredericks Defendants refuse to either remove those barriers or seek an
18 unreasonable hardship exemption to excuse non-compliance.

19 215. At all relevant times, the Fredericks Defendants have possessed and
20 enjoyed sufficient control and authority to modify the Fredericks Facility to
21 remove impediments to wheelchair access and to comply with the Americans
22 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
23 Fredericks Defendants have not removed such impediments and have not
24 modified the Fredericks Facility to conform to accessibility standards. The
25 Fredericks Defendants have intentionally maintained the Fredericks Facility in
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³⁶ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 its current condition and has intentionally refrained from altering the Fredericks
2 Facility so that it complies with the accessibility standards.

3 216. Hubbard further alleges that the (continued) presence of barriers at
4 the Fredericks Facility is so obvious as to establish the Fredericks Defendants'
5 discriminatory intent.³⁷ On information and belief, Hubbard avers that evidence
6 of the discriminatory intent includes the Fredericks Defendants' refusal to adhere
7 to relevant building standards; disregard for the building plans and permits
8 issued for the Fredericks Facility; conscientious decision to the architectural
9 layout (as it currently exists) at the Fredericks Facility; decision not to remove
10 barriers from the Fredericks Facility; and allowance that the Fredericks Facility
11 continues to exist in its non-compliant state. Hubbard further alleges, on
12 information and belief, that the Fredericks Defendants are not in the midst of a
13 remodel, and that the barriers present at the Fredericks Facility are not isolated
14 (or temporary) interruptions in access due to maintenance or repairs.

15 217. The Causal Time Defendants knew that these elements and areas of
16 the Causal Time Facility were inaccessible, violate state and federal law, and
17 interfere with (or deny) access to the physically disabled. Moreover, the Causal
18 Time Defendants have the financial resources to remove these barriers from the
19 Causal Time Facility (without much difficulty or expense), and make the Causal
20 Time Facility accessible to the physically disabled. To date, however, the Causal
21 Time Defendants refuse to either remove those barriers or seek an unreasonable
22 hardship exemption to excuse non-compliance.

23 218. At all relevant times, the Causal Time Defendants have possessed
24 and enjoyed sufficient control and authority to modify the Causal Time Facility
25 to remove impediments to wheelchair access and to comply with the Americans
26 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
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28 ³⁷ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 Causal Time Defendants have not removed such impediments and have not
2 modified the Causal Time Facility to conform to accessibility standards. The
3 Causal Time Defendants have intentionally maintained the Causal Time Facility
4 in its current condition and has intentionally refrained from altering the Casual
5 Time Facility so that it complies with the accessibility standards.

6 219. Hubbard further alleges that the (continued) presence of barriers at
7 the Causal Time Facility is so obvious as to establish the Causal Time
8 Defendants' discriminatory intent.³⁸ On information and belief, Hubbard avers
9 that evidence of the discriminatory intent includes the Causal Time Defendants'
10 refusal to adhere to relevant building standards; disregard for the building plans
11 and permits issued for the Causal Time Facility; conscientious decision to the
12 architectural layout (as it currently exists) at the Causal Time Facility; decision
13 not to remove barriers from the Causal Time Facility; and allowance that the
14 Causal Time Facility continues to exist in its non-compliant state. Hubbard
15 further alleges, on information and belief, that the Causal Time Defendants are
16 not in the midst of a remodel, and that the barriers present at the Causal Time
17 Facility are not isolated (or temporary) interruptions in access due to
18 maintenance or repairs.

19 220. The Charlotte Russe Defendants knew that these elements and areas
20 of the Charlotte Russe Facility were inaccessible, violate state and federal law,
21 and interfere with (or deny) access to the physically disabled. Moreover, the
22 Charlotte Russe Defendants have the financial resources to remove these barriers
23 from the Charlotte Russe Facility (without much difficulty or expense), and
24 make the Charlotte Russe Facility accessible to the physically disabled. To date,
25 however, the Charlotte Russe Defendants refuse to either remove those barriers
26 or seek an unreasonable hardship exemption to excuse non-compliance.

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³⁸ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 221. At all relevant times, the Charlotte Russe Defendants have
2 possessed and enjoyed sufficient control and authority to modify the Charlotte
3 Russe Facility to remove impediments to wheelchair access and to comply with
4 the Americans with Disabilities Act Accessibility Guidelines and Title 24
5 regulations. The Charlotte Russe Defendants have not removed such
6 impediments and have not modified the Charlotte Russe Facility to conform to
7 accessibility standards. The Charlotte Russe Defendants have intentionally
8 maintained the Charlotte Russe Facility in its current condition and has
9 intentionally refrained from altering the Charlotte Russe Facility so that it
10 complies with the accessibility standards.

11 222. Hubbard further alleges that the (continued) presence of barriers at
12 the Charlotte Russe Facility is so obvious as to establish the Charlotte Russe
13 Defendants' discriminatory intent.³⁹ On information and belief, Hubbard avers
14 that evidence of the discriminatory intent includes the Charlotte Russe
15 Defendants' refusal to adhere to relevant building standards; disregard for the
16 building plans and permits issued for the Charlotte Russe Facility; conscientious
17 decision to the architectural layout (as it currently exists) at the Charlotte Russe
18 Facility; decision not to remove barriers from the Charlotte Russe Facility; and
19 allowance that the Charlotte Russe Facility continues to exist in its non-
20 compliant state. Hubbard further alleges, on information and belief, that the
21 Charlotte Russe Defendants are not in the midst of a remodel, and that the
22 barriers present at the Charlotte Russe Facility are not isolated (or temporary)
23 interruptions in access due to maintenance or repairs.

24 223. The Revolution Defendants knew that these elements and areas of
25 the Revolution Facility were inaccessible, violate state and federal law, and
26 interfere with (or deny) access to the physically disabled. Moreover, the
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³⁹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 Revolution Defendants have the financial resources to remove these barriers
2 from the Revolution Facility (without much difficulty or expense), and make the
3 Revolution Facility accessible to the physically disabled. To date, however, the
4 Revolution Defendants refuse to either remove those barriers or seek an
5 unreasonable hardship exemption to excuse non-compliance.

6 224. At all relevant times, the Revolution Defendants have possessed and
7 enjoyed sufficient control and authority to modify the Revolution Facility to
8 remove impediments to wheelchair access and to comply with the Americans
9 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
10 Revolution Defendants have not removed such impediments and have not
11 modified the Revolution Facility to conform to accessibility standards. The
12 Revolution Defendants have intentionally maintained the Revolution Facility in
13 its current condition and has intentionally refrained from altering the Revolution
14 Facility so that it complies with the accessibility standards.

15 225. Hubbard further alleges that the (continued) presence of barriers at
16 the Revolution Facility is so obvious as to establish the Revolution Defendants'
17 discriminatory intent.⁴⁰ On information and belief, Hubbard avers that evidence
18 of the discriminatory intent includes the Revolution Defendants' refusal to
19 adhere to relevant building standards; disregard for the building plans and
20 permits issued for the Revolution Facility; conscientious decision to the
21 architectural layout (as it currently exists) at the Revolution Facility; decision not
22 to remove barriers from the Revolution Facility; and allowance that the
23 Revolution Facility continues to exist in its non-compliant state. Hubbard
24 further alleges, on information and belief, that the Revolution Defendants are not
25 in the midst of a remodel, and that the barriers present at the Revolution Facility

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⁴⁰ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 are not isolated (or temporary) interruptions in access due to maintenance or
2 repairs.

3 226. The Express Defendants knew that these elements and areas of the
4 Express Facility were inaccessible, violate state and federal law, and interfere
5 with (or deny) access to the physically disabled. Moreover, the Express
6 Defendants have the financial resources to remove these barriers from the
7 Express Facility (without much difficulty or expense), and make the Express
8 Facility accessible to the physically disabled. To date, however, the Express
9 Defendants refuse to either remove those barriers or seek an unreasonable
10 hardship exemption to excuse non-compliance.

11 227. At all relevant times, the Express Defendants have possessed and
12 enjoyed sufficient control and authority to modify the Express Facility to remove
13 impediments to wheelchair access and to comply with the Americans with
14 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Express
15 Defendants have not removed such impediments and have not modified the
16 Express Facility to conform to accessibility standards. The Express Defendants
17 have intentionally maintained the Express Facility in its current condition and
18 has intentionally refrained from altering the Express Facility so that it complies
19 with the accessibility standards.

20 228. Hubbard further alleges that the (continued) presence of barriers at
21 the Express Facility is so obvious as to establish the Express Defendants'
22 discriminatory intent.⁴¹ On information and belief, Hubbard avers that evidence
23 of the discriminatory intent includes the Express Defendants' refusal to adhere to
24 relevant building standards; disregard for the building plans and permits issued
25 for the Express Facility; conscientious decision to the architectural layout (as it
26 currently exists) at the Express Facility; decision not to remove barriers from the
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⁴¹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 Express Facility; and allowance that the Express Facility continues to exist in its
2 non-compliant state. Hubbard further alleges, on information and belief, that the
3 Express Defendants are not in the midst of a remodel, and that the barriers
4 present at the Express Facility are not isolated (or temporary) interruptions in
5 access due to maintenance or repairs.

6 229. The Aeropostale Defendants knew that these elements and areas of
7 the Aeropostale Facility were inaccessible, violate state and federal law, and
8 interfere with (or deny) access to the physically disabled. Moreover, the
9 Aeropostale Defendants have the financial resources to remove these barriers
10 from the Aeropostale Facility (without much difficulty or expense), and make the
11 Aeropostale Facility accessible to the physically disabled. To date, however, the
12 Aeropostale Defendants refuse to either remove those barriers or seek an
13 unreasonable hardship exemption to excuse non-compliance.

14 230. At all relevant times, the Aeropostale Defendants have possessed
15 and enjoyed sufficient control and authority to modify the Aeropostale Facility to
16 remove impediments to wheelchair access and to comply with the Americans
17 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
18 Aeropostale Defendants have not removed such impediments and have not
19 modified the Aeropostale Facility to conform to accessibility standards. The
20 Aeropostale Defendants have intentionally maintained the Aeropostale Facility
21 in its current condition and has intentionally refrained from altering the
22 Aeropostale Facility so that it complies with the accessibility standards.

23 231. Hubbard further alleges that the (continued) presence of barriers at
24 the Aeropostale Facility is so obvious as to establish the Aeropostale
25 Defendants' discriminatory intent.⁴² On information and belief, Hubbard avers
26 that evidence of the discriminatory intent includes the Aeropostale Defendants'

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⁴² E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 refusal to adhere to relevant building standards; disregard for the building plans
2 and permits issued for the Aeropostale Facility; conscientious decision to the
3 architectural layout (as it currently exists) at the Aeropostale Facility; decision
4 not to remove barriers from the Aeropostale Facility; and allowance that the
5 Aeropostale Facility continues to exist in its non-compliant state. Hubbard
6 further alleges, on information and belief, that the Aeropostale Defendants are
7 not in the midst of a remodel, and that the barriers present at the Aeropostale
8 Facility are not isolated (or temporary) interruptions in access due to
9 maintenance or repairs.

10 232. The Borders Defendants knew that these elements and areas of the
11 Borders Facility were inaccessible, violate state and federal law, and interfere
12 with (or deny) access to the physically disabled. Moreover, the Borders
13 Defendants have the financial resources to remove these barriers from the
14 Borders Facility (without much difficulty or expense), and make the Borders
15 Facility accessible to the physically disabled. To date, however, the Borders
16 Defendants refuse to either remove those barriers or seek an unreasonable
17 hardship exemption to excuse non-compliance.

18 233. At all relevant times, the Borders Defendants have possessed and
19 enjoyed sufficient control and authority to modify the Borders Facility to remove
20 impediments to wheelchair access and to comply with the Americans with
21 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Borders
22 Defendants have not removed such impediments and have not modified the
23 Borders Facility to conform to accessibility standards. The Borders Defendants
24 have intentionally maintained the Borders Facility in its current condition and
25 has intentionally refrained from altering the Borders Facility so that it complies
26 with the accessibility standards.

27 234. Hubbard further alleges that the (continued) presence of barriers at
28 the Borders Facility is so obvious as to establish the Borders Defendants'

1 discriminatory intent.⁴³ On information and belief, Hubbard avers that evidence
2 of the discriminatory intent includes the Borders Defendants' refusal to adhere to
3 relevant building standards; disregard for the building plans and permits issued
4 for the Borders Facility; conscientious decision to the architectural layout (as it
5 currently exists) at the Borders Facility; decision not to remove barriers from the
6 Borders Facility; and allowance that the Borders Facility continues to exist in its
7 non-compliant state. Hubbard further alleges, on information and belief, that the
8 Borders Defendants are not in the midst of a remodel, and that the barriers
9 present at the Borders Facility are not isolated (or temporary) interruptions in
10 access due to maintenance or repairs.

11 235. The Dickey's Defendants knew that these elements and areas of the
12 Dickey's Facility were inaccessible, violate state and federal law, and interfere
13 with (or deny) access to the physically disabled. Moreover, the Dickey's
14 Defendants have the financial resources to remove these barriers from the
15 Dickey's Facility (without much difficulty or expense), and make the Dickey's
16 Facility accessible to the physically disabled. To date, however, the Dickey's
17 Defendants refuse to either remove those barriers or seek an unreasonable
18 hardship exemption to excuse non-compliance.

19 236. At all relevant times, the Dickey's Defendants have possessed and
20 enjoyed sufficient control and authority to modify the Dickey's Facility to
21 remove impediments to wheelchair access and to comply with the Americans
22 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
23 Dickey's Defendants have not removed such impediments and have not modified
24 the Dickey's Facility to conform to accessibility standards. The Dickey's
25 Defendants have intentionally maintained the Dickey's Facility in its current
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⁴³ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 condition and has intentionally refrained from altering the Dickey's Facility so
2 that it complies with the accessibility standards.

3 237. Hubbard further alleges that the (continued) presence of barriers at
4 the Dickey's Facility is so obvious as to establish the Dickey's Defendants'
5 discriminatory intent.⁴⁴ On information and belief, Hubbard avers that evidence
6 of the discriminatory intent includes the Dickey's Defendants' refusal to adhere
7 to relevant building standards; disregard for the building plans and permits
8 issued for the Dickey's Facility; conscientious decision to the architectural
9 layout (as it currently exists) at the Dickey's Facility; decision not to remove
10 barriers from the Dickey's Facility; and allowance that the Dickey's Facility
11 continues to exist in its non-compliant state. Hubbard further alleges, on
12 information and belief, that the Dickey's Defendants are not in the midst of a
13 remodel, and that the barriers present at the Dickey's Facility are not isolated (or
14 temporary) interruptions in access due to maintenance or repairs.

15 238. The Reference 5 Defendants knew that these elements and areas of
16 the Reference 5 Facility were inaccessible, violate state and federal law, and
17 interfere with (or deny) access to the physically disabled. Moreover, the
18 Reference 5 Defendants have the financial resources to remove these barriers
19 from the Reference 5 Facility (without much difficulty or expense), and make the
20 Reference 5 Facility accessible to the physically disabled. To date, however, the
21 Reference 5 Defendants refuse to either remove those barriers or seek an
22 unreasonable hardship exemption to excuse non-compliance.

23 239. At all relevant times, the Reference 5 Defendants have possessed
24 and enjoyed sufficient control and authority to modify the Reference 5 Facility to
25 remove impediments to wheelchair access and to comply with the Americans
26 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
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⁴⁴ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 Reference 5 Defendants have not removed such impediments and have not
2 modified the Reference 5 Facility to conform to accessibility standards. The
3 Reference 5 Defendants have intentionally maintained the Reference 5 Facility in
4 its current condition and has intentionally refrained from altering the Reference 5
5 Facility so that it complies with the accessibility standards.

6 240. Hubbard further alleges that the (continued) presence of barriers at
7 the Reference 5 Facility is so obvious as to establish the Reference 5 Defendants'
8 discriminatory intent.⁴⁵ On information and belief, Hubbard avers that evidence
9 of the discriminatory intent includes the Reference 5 Defendants' refusal to
10 adhere to relevant building standards; disregard for the building plans and
11 permits issued for the Reference 5 Facility; conscientious decision to the
12 architectural layout (as it currently exists) at the Reference 5 Facility; decision
13 not to remove barriers from the Reference 5 Facility; and allowance that the
14 Reference 5 Facility continues to exist in its non-compliant state. Hubbard
15 further alleges, on information and belief, that the Reference 5 Defendants are
16 not in the midst of a remodel, and that the barriers present at the Reference 5
17 Facility are not isolated (or temporary) interruptions in access due to
18 maintenance or repairs.

19 241. The No Fear Defendants knew that these elements and areas of the
20 No Fear Facility were inaccessible, violate state and federal law, and interfere
21 with (or deny) access to the physically disabled. Moreover, the No Fear
22 Defendants have the financial resources to remove these barriers from the No
23 Fear Facility (without much difficulty or expense), and make the No Fear
24 Facility accessible to the physically disabled. To date, however, the No Fear
25 Defendants refuse to either remove those barriers or seek an unreasonable
26 hardship exemption to excuse non-compliance.

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⁴⁵ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 242. At all relevant times, the No Fear Defendants have possessed and
2 enjoyed sufficient control and authority to modify the No Fear Facility to remove
3 impediments to wheelchair access and to comply with the Americans with
4 Disabilities Act Accessibility Guidelines and Title 24 regulations. The No Fear
5 Defendants have not removed such impediments and have not modified the No
6 Fear Facility to conform to accessibility standards. The No Fear Defendants
7 have intentionally maintained the No Fear Facility in its current condition and
8 has intentionally refrained from altering the No Fear Facility so that it complies
9 with the accessibility standards.

10 243. Hubbard further alleges that the (continued) presence of barriers at
11 the No Fear Facility is so obvious as to establish the No Fear Defendants'
12 discriminatory intent.⁴⁶ On information and belief, Hubbard avers that evidence
13 of the discriminatory intent includes the No Fear Defendants' refusal to adhere to
14 relevant building standards; disregard for the building plans and permits issued
15 for the No Fear Facility; conscientious decision to the architectural layout (as it
16 currently exists) at the No Fear Facility; decision not to remove barriers from the
17 No Fear Facility; and allowance that the No Fear Facility continues to exist in its
18 non-compliant state. Hubbard further alleges, on information and belief, that the
19 No Fear Defendants are not in the midst of a remodel, and that the barriers
20 present at the No Fear Facility are not isolated (or temporary) interruptions in
21 access due to maintenance or repairs.

22 244. The Romy Defendants knew that these elements and areas of the
23 Romy Facility were inaccessible, violate state and federal law, and interfere with
24 (or deny) access to the physically disabled. Moreover, the Romy Defendants
25 have the financial resources to remove these barriers from the Romy Facility
26 (without much difficulty or expense), and make the Romy Facility accessible to
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⁴⁶ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 the physically disabled. To date, however, the Romy Defendants refuse to either
2 remove those barriers or seek an unreasonable hardship exemption to excuse
3 non-compliance.

4 245. At all relevant times, the Romy Defendants have possessed and
5 enjoyed sufficient control and authority to modify the Romy Facility to remove
6 impediments to wheelchair access and to comply with the Americans with
7 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Romy
8 Defendants have not removed such impediments and have not modified the
9 Romy Facility to conform to accessibility standards. The Romy Defendants have
10 intentionally maintained the Romy Facility in its current condition and has
11 intentionally refrained from altering the Romy Facility so that it complies with
12 the accessibility standards.

13 246. Hubbard further alleges that the (continued) presence of barriers at
14 the Romy Facility is so obvious as to establish the Romy Defendants'
15 discriminatory intent.⁴⁷ On information and belief, Hubbard avers that evidence
16 of the discriminatory intent includes the Romy Defendants' refusal to adhere to
17 relevant building standards; disregard for the building plans and permits issued
18 for the Romy Facility; conscientious decision to the architectural layout (as it
19 currently exists) at the Romy Facility; decision not to remove barriers from the
20 Romy Facility; and allowance that the Romy Facility continues to exist in its
21 non-compliant state. Hubbard further alleges, on information and belief, that the
22 Romy Defendants are not in the midst of a remodel, and that the barriers present
23 at the Romy Facility are not isolated (or temporary) interruptions in access due to
24 maintenance or repairs.

25 247. The Papaya Defendants knew that these elements and areas of the
26 Papaya Facility were inaccessible, violate state and federal law, and interfere
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⁴⁷ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 with (or deny) access to the physically disabled. Moreover, the Papaya
2 Defendants have the financial resources to remove these barriers from the
3 Papaya Facility (without much difficulty or expense), and make the Papaya
4 Facility accessible to the physically disabled. To date, however, the Papaya
5 Defendants refuse to either remove those barriers or seek an unreasonable
6 hardship exemption to excuse non-compliance.

7 248. At all relevant times, the Papaya Defendants have possessed and
8 enjoyed sufficient control and authority to modify the Papaya Facility to remove
9 impediments to wheelchair access and to comply with the Americans with
10 Disabilities Act Accessibility Guidelines and Title 24 regulations. The Papaya
11 Defendants have not removed such impediments and have not modified the
12 Papaya Facility to conform to accessibility standards. The Papaya Defendants
13 have intentionally maintained the Papaya Facility in its current condition and has
14 intentionally refrained from altering the Papaya Facility so that it complies with
15 the accessibility standards.

16 249. Hubbard further alleges that the (continued) presence of barriers at
17 the Papaya Facility is so obvious as to establish the Papaya Defendants'
18 discriminatory intent.⁴⁸ On information and belief, Hubbard avers that evidence
19 of the discriminatory intent includes the Papaya Defendants' refusal to adhere to
20 relevant building standards; disregard for the building plans and permits issued
21 for the Papaya Facility; conscientious decision to the architectural layout (as it
22 currently exists) at the Papaya Facility; decision not to remove barriers from the
23 Papaya Facility; and allowance that the Papaya Facility continues to exist in its
24 non-compliant state. Hubbard further alleges, on information and belief, that the
25 Papaya Defendants are not in the midst of a remodel, and that the barriers present
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⁴⁸ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 at the Papaya Facility are not isolated (or temporary) interruptions in access due
2 to maintenance or repairs.

3 250. The Hot Topic Defendants knew that these elements and areas of
4 the Hot Topic Facility were inaccessible, violate state and federal law, and
5 interfere with (or deny) access to the physically disabled. Moreover, the Hot
6 Topic Defendants have the financial resources to remove these barriers from the
7 Hot Topic Facility (without much difficulty or expense), and make the Hot Topic
8 Facility accessible to the physically disabled. To date, however, the Hot Topic
9 Defendants refuse to either remove those barriers or seek an unreasonable
10 hardship exemption to excuse non-compliance.

11 251. At all relevant times, the Hot Topic Defendants have possessed and
12 enjoyed sufficient control and authority to modify the Hot Topic Facility to
13 remove impediments to wheelchair access and to comply with the Americans
14 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The Hot
15 Topic Defendants have not removed such impediments and have not modified
16 the Hot Topic Facility to conform to accessibility standards. The Hot Topic
17 Defendants have intentionally maintained the Hot Topic Facility in its current
18 condition and has intentionally refrained from altering the Hot Topic Facility so
19 that it complies with the accessibility standards.

20 252. Hubbard further alleges that the (continued) presence of barriers at
21 the Hot Topic Facility is so obvious as to establish the Hot Topic Defendants'
22 discriminatory intent.⁴⁹ On information and belief, Hubbard avers that evidence
23 of the discriminatory intent includes the Hot Topic Defendants' refusal to adhere
24 to relevant building standards; disregard for the building plans and permits
25 issued for the Hot Topic Facility; conscientious decision to the architectural
26 layout (as it currently exists) at the Hot Topic Facility; decision not to remove
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⁴⁹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6
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1 barriers from the Hot Topic Facility; and allowance that the Hot Topic Facility
2 continues to exist in its non-compliant state. Hubbard further alleges, on
3 information and belief, that the Hot Topic Defendants are not in the midst of a
4 remodel, and that the barriers present at the Hot Topic Facility are not isolated
5 (or temporary) interruptions in access due to maintenance or repairs.⁵⁰

6 253. The PacSun Defendants knew that these elements and areas of the
7 PacSun Facility were inaccessible, violate state and federal law, and interfere
8 with (or deny) access to the physically disabled. Moreover, the PacSun
9 Defendants have the financial resources to remove these barriers from the
10 PacSun Facility (without much difficulty or expense), and make the PacSun
11 Facility accessible to the physically disabled. To date, however, the PacSun
12 Defendants refuse to either remove those barriers or seek an unreasonable
13 hardship exemption to excuse non-compliance.

14 254. At all relevant times, the PacSun Defendants have possessed and
15 enjoyed sufficient control and authority to modify the PacSun Facility to remove
16 impediments to wheelchair access and to comply with the Americans with
17 Disabilities Act Accessibility Guidelines and Title 24 regulations. The PacSun
18 Defendants have not removed such impediments and have not modified the
19 PacSun Facility to conform to accessibility standards. The PacSun Defendants
20 have intentionally maintained the PacSun Facility in its current condition and has
21 intentionally refrained from altering the PacSun Facility so that it complies with
22 the accessibility standards.

23 255. Hubbard further alleges that the (continued) presence of barriers at
24 the PacSun Facility is so obvious as to establish the PacSun Defendants'
25 discriminatory intent.⁵¹ On information and belief, Hubbard avers that evidence
26 of the discriminatory intent includes the PacSun Defendants' refusal to adhere to
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28 ⁵⁰ Id.; 28 C.F.R. § 36.211(b)

⁵¹ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

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1 relevant building standards; disregard for the building plans and permits issued
2 for the PacSun Facility; conscientious decision to the architectural layout (as it
3 currently exists) at the PacSun Facility; decision not to remove barriers from the
4 PacSun Facility; and allowance that the PacSun Facility continues to exist in its
5 non-compliant state. Hubbard further alleges, on information and belief, that the
6 PacSun Defendants are not in the midst of a remodel, and that the barriers
7 present at the PacSun Facility are not isolated (or temporary) interruptions in
8 access due to maintenance or repairs.⁵²

9 256. The H & M Defendants knew that these elements and areas of the H
10 & M Facility were inaccessible, violate state and federal law, and interfere with
11 (or deny) access to the physically disabled. Moreover, the H & M Defendants
12 have the financial resources to remove these barriers from the H & M Facility
13 (without much difficulty or expense), and make the H & M Facility accessible to
14 the physically disabled. To date, however, the H & M Defendants refuse to
15 either remove those barriers or seek an unreasonable hardship exemption to
16 excuse non-compliance.

17 257. At all relevant times, the H & M Defendants have possessed and
18 enjoyed sufficient control and authority to modify the H & M Facility to remove
19 impediments to wheelchair access and to comply with the Americans with
20 Disabilities Act Accessibility Guidelines and Title 24 regulations. The H & M
21 Defendants have not removed such impediments and have not modified the H &
22 M Facility to conform to accessibility standards. The H & M Defendants have
23 intentionally maintained the H & M Facility in its current condition and has
24 intentionally refrained from altering the H & M Facility so that it complies with
25 the accessibility standards.

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⁵² Id.; 28 C.F.R. § 36.211(b)
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1 258. Hubbard further alleges that the (continued) presence of barriers at
2 the H & M Facility is so obvious as to establish the H & M Defendants'
3 discriminatory intent.⁵³ On information and belief, Hubbard avers that evidence
4 of the discriminatory intent includes the H & M Defendants' refusal to adhere to
5 relevant building standards; disregard for the building plans and permits issued
6 for the H & M Facility; conscientious decision to the architectural layout (as it
7 currently exists) at the H & M Facility; decision not to remove barriers from the
8 H & M Facility; and allowance that the H & M Facility continues to exist in its
9 non-compliant state. Hubbard further alleges, on information and belief, that the
10 H & M Defendants are not in the midst of a remodel, and that the barriers present
11 at the H & M Facility are not isolated (or temporary) interruptions in access due
12 to maintenance or repairs.⁵⁴

13 259. The Body Basics Defendants knew that these elements and areas of
14 the Body Basics Facility were inaccessible, violate state and federal law, and
15 interfere with (or deny) access to the physically disabled. Moreover, the Body
16 Basics Defendants have the financial resources to remove these barriers from the
17 Body Basics Facility (without much difficulty or expense), and make the Body
18 Basics Facility accessible to the physically disabled. To date, however, the Body
19 Basics Defendants refuse to either remove those barriers or seek an unreasonable
20 hardship exemption to excuse non-compliance.

21 260. At all relevant times, the Body Basics Defendants have possessed
22 and enjoyed sufficient control and authority to modify the Body Basics Facility
23 to remove impediments to wheelchair access and to comply with the Americans
24 with Disabilities Act Accessibility Guidelines and Title 24 regulations. The
25 Body Basics Defendants have not removed such impediments and have not
26 modified the Body Basics Facility to conform to accessibility standards. The
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28 ⁵³ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

⁵⁴ Id.; 28 C.F.R. § 36.211(b)

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1 Body Basics Defendants have intentionally maintained the Body Basics Facility
 2 in its current condition and has intentionally refrained from altering the Body
 3 Basics Facility so that it complies with the accessibility standards.

4 261. Hubbard further alleges that the (continued) presence of barriers at
 5 the Body Basics Facility is so obvious as to establish the Body Basics
 6 Defendants' discriminatory intent.⁵⁵ On information and belief, Hubbard avers
 7 that evidence of the discriminatory intent includes the Body Basics Defendants'
 8 refusal to adhere to relevant building standards; disregard for the building plans
 9 and permits issued for the Body Basics Facility; conscientious decision to the
 10 architectural layout (as it currently exists) at the Body Basics Facility; decision
 11 not to remove barriers from the Body Basics Facility; and allowance that the
 12 Body Basics Facility continues to exist in its non-compliant state. Hubbard
 13 further alleges, on information and belief, that the Body Basics Defendants are
 14 not in the midst of a remodel, and that the barriers present at the Body Basics
 15 Facility are not isolated (or temporary) interruptions in access due to
 16 maintenance or repairs.⁵⁶

17 VI. FIRST CLAIM

18 Americans with Disabilities Act of 1990

19 Denial of "Full and Equal" Enjoyment and Use

20 (The Plaza Bonita Common Area Facility)

21 262. Hubbard incorporates the allegations contained in paragraphs 1
 22 through 261 for this claim.

23 263. Title III of the ADA holds as a "general rule" that no individual
 24 shall be discriminated against on the basis of disability in the full and equal
 25 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
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28 ⁵⁵ E.g., *Gunther v. Lin*, 144 Cal.App.4th 223, fn. 6

⁵⁶ Id.; 28 C.F.R. § 36.211(b)

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1 offered by any person who owns, operates, or leases a place of public
2 accommodation. 42 U.S.C. § 12182(a).

3 264. The Plaza Bonita Common Area Defendants discriminated against
4 Hubbard by denying “full and equal enjoyment” and use of the goods, services,
5 facilities, privileges or accommodations of the Plaza Bonita Common Area
6 Facility during each visit and each incident of deterrence.

7 Failure to Remove Architectural Barriers in an Existing Facility

8 265. The ADA specifically prohibits failing to remove architectural
9 barriers, which are structural in nature, in existing facilities where such removal
10 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
11 achievable” is defined as “easily accomplishable and able to be carried out
12 without much difficulty or expense.” *Id.* § 12181(9).

13 266. When an entity can demonstrate that removal of a barrier is not
14 readily achievable, a failure to make goods, services, facilities, or
15 accommodations available through alternative methods is also specifically
16 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

17 267. Here, Hubbard alleges that the Plaza Bonita Common Area
18 Defendants can easily remove the architectural barriers at the Plaza Bonita
19 Common Area Facility without much difficulty or expense, and that the Plaza
20 Bonita Common Area Defendants violated the ADA by failing to remove those
21 barriers, when it was readily achievable to do so.

22 268. In the alternative, if it was not “readily achievable” for the Plaza
23 Bonita Common Area Defendants to remove the Plaza Bonita Common Area
24 Facility’s barriers, then the Plaza Bonita Common Area Defendants violated the
25 ADA by failing to make the required services available through alternative
26 methods, which are readily achievable.

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1 Failure to Design and Construct an Accessible Facility

2 269. On information and belief, the Plaza Bonita Common Area Facility
3 was designed or constructed (or both) after January 26, 1992—independently
4 triggering access requirements under Title III of the ADA.

5 270. The ADA also prohibits designing and constructing facilities for
6 first occupancy after January 26, 1993, that aren't readily accessible to, and
7 usable by, individuals with disabilities when it was structurally practicable to do
8 so. 42 U.S.C. § 12183(a)(1).

9 271. Here, the Plaza Bonita Common Area Defendants violated the ADA
10 by designing or constructing (or both) the Plaza Bonita Common Area Facility in
11 a manner that was not readily accessible to the physically disabled public—
12 including Hubbard—when it was structurally practical to do so.⁵⁷

13 Failure to Make an Altered Facility Accessible

14 272. On information and belief, the Plaza Bonita Common Area Facility
15 was modified after January 26, 1992, independently triggering access
16 requirements under the ADA.

17 273. The ADA also requires that facilities altered in a manner that affects
18 (or could affect) its usability must be made readily accessible to individuals with
19 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
20 an area that contains a facility's primary function also requires adding making
21 the paths of travel, bathrooms, telephones, and drinking fountains serving that
22 area accessible to the maximum extent feasible. Id.

23 274. Here, the Plaza Bonita Common Area Defendants altered the Plaza
24 Bonita Common Area Facility in a manner that violated the ADA and was not
25 readily accessible to the physically disabled public—including Hubbard—to the
26 maximum extent feasible.

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28 ⁵⁷ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
private attorney general under either state or federal statutes.

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1 Failure to Modify Existing Policies and Procedures

2 275. The ADA also requires reasonable modifications in policies,
3 practices, or procedures, when necessary to afford such goods, services,
4 facilities, or accommodations to individuals with disabilities, unless the entity
5 can demonstrate that making such modifications would fundamentally alter their
6 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

7 276. Here, the Plaza Bonita Common Area Defendants violated the ADA
8 by failing to make reasonable modifications in policies, practices, or procedures
9 at the Plaza Bonita Common Area Facility, when these modifications were
10 necessary to afford (and would not fundamentally alter the nature of) these
11 goods, services, facilities, or accommodations.

12 277. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
13 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
14 U.S.C. § 12205.

15 278. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
16 relief) that the Plaza Bonita Common Area Defendants violated the ADA in
17 order to pursue damages under California's Unruh Civil Rights Act or Disabled
18 Persons Act.

19 VII. SECOND CLAIM

20 **Disabled Persons Act**

21 (The Plaza Bonita Common Area Facility)

22 279. Hubbard incorporates the allegations contained in paragraphs 1
23 through 261 for this claim.

24 280. California Civil Code § 54 states, in part, that: Individuals with
25 disabilities have the same right as the general public to the full and free use of
26 the streets, sidewalks, walkways, public buildings and facilities, and other public
27 places.

1 advantages, facilities, privileges, or services in all business establishments of
2 every kind whatsoever.

3 287. California Civil Code § 51.5 also states, in part, that: No business
4 establishment of any kind whatsoever shall discriminate against any person in
5 this state because of the disability of the person.

6 288. California Civil Code § 51(f) specifically incorporates (by
7 reference) an individual's rights under the ADA into the Unruh Act.

8 289. The Plaza Bonita Common Area Defendants' aforementioned acts
9 and omissions denied the physically disabled public—including Hubbard—full
10 and equal accommodations, advantages, facilities, privileges and services in a
11 business establishment (because of their physical disability).

12 290. These acts and omissions (including the ones that violate the ADA)
13 denied, aided or incited a denial, or discriminated against Hubbard by violating
14 the Unruh Act.

15 291. Hubbard was damaged by the Plaza Bonita Common Area
16 Defendants' wrongful conduct, and seeks statutory minimum damages of four
17 thousand dollars (\$4,000) for each offense.

18 292. Hubbard also seeks to enjoin the Plaza Bonita Common Area
19 Defendants from violating the Unruh Act (and ADA), and recover reasonable
20 attorneys' fees and costs incurred under California Civil Code § 52(a).

21 IX. FOURTH CLAIM

22 **Denial of Full and Equal Access to Public Facilities**

23 (The Plaza Bonita Common Area Facility)

24 293. Hubbard incorporates the allegations contained in paragraphs 1
25 through 261 for this claim.

26 294. Health and Safety Code § 19955(a) states, in part, that: California
27 public accommodations or facilities (built with private funds) shall adhere to the
28 provisions of Government Code § 4450.

295. Health and Safety Code § 19959 states, in part, that: Every existing (non-exempt) public accommodation constructed prior to July 1, 1970, which is altered or structurally repaired, is required to comply with this chapter.

296. Hubbard alleges the Plaza Bonita Common Area Facility is a public accommodation constructed, altered, or repaired in a manner that violates Part 5.5 of the Health and Safety Code or Government Code § 4450 (or both), and that the Plaza Bonita Common Area Facility was not exempt under Health and Safety Code § 19956.

297. The Plaza Bonita Common Area Defendants' non-compliance with these requirements at the Plaza Bonita Common Area Facility aggrieved (or potentially aggrieved) Hubbard and other persons with physical disabilities. Accordingly, she seeks injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

X. FIFTH CLAIM

Americans with Disabilities Act of 1990

Denial of “Full and Equal” Enjoyment and Use

(The Corner Bakery Facility)

298. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

299. Title III of the ADA holds as a “general rule” that no individual shall be discriminated against on the basis of disability in the full and equal enjoyment (or use) of goods, services, facilities, privileges, and accommodations offered by any person who owns, operates, or leases a place of public accommodation. 42 U.S.C. § 12182(a).

300. The Corner Bakery Defendants discriminated against Hubbard by denying “full and equal enjoyment” and use of the goods, services, facilities, privileges or accommodations of the Corner Bakery Facility during each visit and each incident of deterrence.

1 Failure to Remove Architectural Barriers in an Existing Facility

2 301. The ADA specifically prohibits failing to remove architectural
3 barriers, which are structural in nature, in existing facilities where such removal
4 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
5 achievable” is defined as “easily accomplishable and able to be carried out
6 without much difficulty or expense.” *Id.* § 12181(9).

7 302. When an entity can demonstrate that removal of a barrier is not
8 readily achievable, a failure to make goods, services, facilities, or
9 accommodations available through alternative methods is also specifically
10 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

11 303. Here, Hubbard alleges that the Corner Bakery Defendants can easily
12 remove the architectural barriers at the Corner Bakery Facility without much
13 difficulty or expense, and that the Corner Bakery Defendants violated the ADA
14 by failing to remove those barriers, when it was readily achievable to do so.

15 304. In the alternative, if it was not “readily achievable” for the Corner
16 Bakery Defendants to remove the Corner Bakery Facility’s barriers, then the
17 Corner Bakery Defendants violated the ADA by failing to make the required
18 services available through alternative methods, which are readily achievable.

19 Failure to Design and Construct an Accessible Facility

20 305. On information and belief, the Corner Bakery Facility was designed
21 or constructed (or both) after January 26, 1992—independently triggering access
22 requirements under Title III of the ADA.

23 306. The ADA also prohibits designing and constructing facilities for
24 first occupancy after January 26, 1993, that aren’t readily accessible to, and
25 usable by, individuals with disabilities when it was structurally practicable to do
26 so. 42 U.S.C. § 12183(a)(1).

27 307. Here, the Corner Bakery Defendants violated the ADA by designing
28 or constructing (or both) the Corner Bakery Facility in a manner that was not

1 readily accessible to the physically disabled public—including Hubbard—when
2 it was structurally practical to do so.⁵⁸

3 Failure to Make an Altered Facility Accessible

4 308. On information and belief, the Corner Bakery Facility was modified
5 after January 26, 1992, independently triggering access requirements under the
6 ADA.

7 309. The ADA also requires that facilities altered in a manner that affects
8 (or could affect) its usability must be made readily accessible to individuals with
9 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
10 an area that contains a facility's primary function also requires adding making
11 the paths of travel, bathrooms, telephones, and drinking fountains serving that
12 area accessible to the maximum extent feasible. *Id.*

13 310. Here, the Corner Bakery Defendants altered the Corner Bakery
14 Facility in a manner that violated the ADA and was not readily accessible to the
15 physically disabled public—including Hubbard—to the maximum extent
16 feasible.

17 Failure to Modify Existing Policies and Procedures

18 311. The ADA also requires reasonable modifications in policies,
19 practices, or procedures, when necessary to afford such goods, services,
20 facilities, or accommodations to individuals with disabilities, unless the entity
21 can demonstrate that making such modifications would fundamentally alter their
22 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

23 312. Here, the Corner Bakery Defendants violated the ADA by failing to
24 make reasonable modifications in policies, practices, or procedures at the Corner
25 Bakery Facility, when these modifications were necessary to afford (and would
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28 ⁵⁸ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a private attorney general under either state or federal statutes.

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1 not fundamentally alter the nature of) these goods, services, facilities, or
2 accommodations.

3 313. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
4 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
5 U.S.C. § 12205.

6 314. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
7 relief) that the Corner Bakery Defendants violated the ADA in order to pursue
8 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

9 XI. SIXTH CLAIM

10 **Disabled Persons Act**

11 (The Corner Bakery Facility)

12 315. Hubbard incorporates the allegations contained in paragraphs 1
13 through 261 for this claim.

14 316. California Civil Code § 54 states, in part, that: Individuals with
15 disabilities have the same right as the general public to the full and free use of
16 the streets, sidewalks, walkways, public buildings and facilities, and other public
17 places.

18 317. California Civil Code § 54.1 also states, in part, that: Individuals
19 with disabilities shall be entitled to full and equal access to accommodations,
20 facilities, telephone facilities, places of public accommodation, and other places
21 to which the general public is invited.

22 318. Both sections specifically incorporate (by reference) an individual's
23 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

24 319. Here, the Corner Bakery Defendants discriminated against the
25 physically disabled public—including Hubbard—by denying them full and equal
26 access to the Corner Bakery Facility. The Corner Bakery Defendants also
27 violated Hubbard's rights under the ADA, and, therefore, infringed upon or
28 violated (or both) Hubbard's rights under the Disabled Persons Act.

320. For each offense of the Disabled Persons Act, Hubbard seeks actual damages (both general and special damages), statutory minimum damages of one thousand dollars (\$1,000), declaratory relief, and any other remedy available under California Civil Code § 54.3.

321. She also seeks to enjoin the Corner Bakery Defendants from violating the Disabled Persons Act (and ADA) under California Civil Code § 55, and to recover reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and 55.

XII. SEVENTH CLAIM

Unruh Civil Rights Act

(The Corner Bakery Facility)

322. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

323. California Civil Code § 51 states, in part, that: All persons within the jurisdiction of this state are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

324. California Civil Code § 51.5 also states, in part, that: No business establishment of any kind whatsoever shall discriminate against any person in this state because of the disability of the person.

325. California Civil Code § 51(f) specifically incorporates (by reference) an individual's rights under the ADA into the Unruh Act.

326. The Corner Bakery Defendants' aforementioned acts and omissions denied the physically disabled public—including Hubbard—full and equal accommodations, advantages, facilities, privileges and services in a business establishment (because of their physical disability).

1 327. These acts and omissions (including the ones that violate the ADA)
2 denied, aided or incited a denial, or discriminated against Hubbard by violating
3 the Unruh Act.

4 328. Hubbard was damaged by the Corner Bakery Defendants' wrongful
5 conduct, and seeks statutory minimum damages of four thousand dollars
6 (\$4,000) for each offense.

7 329. Hubbard also seeks to enjoin the Corner Bakery Defendants from
8 violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and
9 costs incurred under California Civil Code § 52(a).

10 XIII. EIGHTH CLAIM

11 **Denial of Full and Equal Access to Public Facilities**

12 (The Corner Bakery Facility)

13 330. Hubbard incorporates the allegations contained in paragraphs 1
14 through 261 for this claim.

15 331. Health and Safety Code § 19955(a) states, in part, that: California
16 public accommodations or facilities (built with private funds) shall adhere to the
17 provisions of Government Code § 4450.

18 332. Health and Safety Code § 19959 states, in part, that: Every existing
19 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
20 altered or structurally repaired, is required to comply with this chapter.

21 333. Hubbard alleges the Corner Bakery Facility is a public
22 accommodation constructed, altered, or repaired in a manner that violates Part
23 5.5 of the Health and Safety Code or Government Code § 4450 (or both), and
24 that the Corner Bakery Facility was not exempt under Health and Safety Code §
25 19956.

26 334. The Corner Bakery Defendants' non-compliance with these
27 requirements at the Corner Bakery Facility aggrieved (or potentially aggrieved)
28

1 Hubbard and other persons with physical disabilities. Accordingly, she seeks
2 injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

3 XIV. NINTH CLAIM

4 **Americans with Disabilities Act of 1990**

5 Denial of "Full and Equal" Enjoyment and Use

6 (The Rave Facility)

7 335. Hubbard incorporates the allegations contained in paragraphs 1
8 through 261 for this claim.

9 336. Title III of the ADA holds as a "general rule" that no individual
10 shall be discriminated against on the basis of disability in the full and equal
11 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
12 offered by any person who owns, operates, or leases a place of public
13 accommodation. 42 U.S.C. § 12182(a).

14 337. The Rave Defendants discriminated against Hubbard by denying
15 "full and equal enjoyment" and use of the goods, services, facilities, privileges or
16 accommodations of the Rave Facility during each visit and each incident of
17 deterrence.

18 Failure to Remove Architectural Barriers in an Existing Facility

19 338. The ADA specifically prohibits failing to remove architectural
20 barriers, which are structural in nature, in existing facilities where such removal
21 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term "readily
22 achievable" is defined as "easily accomplishable and able to be carried out
23 without much difficulty or expense." *Id.* § 12181(9).

24 339. When an entity can demonstrate that removal of a barrier is not
25 readily achievable, a failure to make goods, services, facilities, or
26 accommodations available through alternative methods is also specifically
27 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

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1 340. Here, Hubbard alleges that the Rave Defendants can easily remove
2 the architectural barriers at the Rave Facility without much difficulty or expense,
3 and that the Rave Defendants violated the ADA by failing to remove those
4 barriers, when it was readily achievable to do so.

5 341. In the alternative, if it was not “readily achievable” for the Rave
6 Defendants to remove the Rave Facility’s barriers, then the Rave Defendants
7 violated the ADA by failing to make the required services available through
8 alternative methods, which are readily achievable.

9 Failure to Design and Construct an Accessible Facility

10 342. On information and belief, the Rave Facility was designed or
11 constructed (or both) after January 26, 1992—independently triggering access
12 requirements under Title III of the ADA.

13 343. The ADA also prohibits designing and constructing facilities for
14 first occupancy after January 26, 1993, that aren’t readily accessible to, and
15 usable by, individuals with disabilities when it was structurally practicable to do
16 so. 42 U.S.C. § 12183(a)(1).

17 344. Here, the Rave Defendants violated the ADA by designing or
18 constructing (or both) the Rave Facility in a manner that was not readily
19 accessible to the physically disabled public—including Hubbard—when it was
20 structurally practical to do so.⁵⁹

21 Failure to Make an Altered Facility Accessible

22 345. On information and belief, the Rave Facility was modified after
23 January 26, 1992, independently triggering access requirements under the ADA.

24 346. The ADA also requires that facilities altered in a manner that affects
25 (or could affect) its usability must be made readily accessible to individuals with
26 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
27

28 ⁵⁹ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a private attorney general under either state or federal statutes.

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1 an area that contains a facility's primary function also requires adding making
 2 the paths of travel, bathrooms, telephones, and drinking fountains serving that
 3 area accessible to the maximum extent feasible. Id.

4 347. Here, the Rave Defendants altered the Rave Facility in a manner
 5 that violated the ADA and was not readily accessible to the physically disabled
 6 public—including Hubbard—to the maximum extent feasible.

7 Failure to Modify Existing Policies and Procedures

8 348. The ADA also requires reasonable modifications in policies,
 9 practices, or procedures, when necessary to afford such goods, services,
 10 facilities, or accommodations to individuals with disabilities, unless the entity
 11 can demonstrate that making such modifications would fundamentally alter their
 12 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

13 349. Here, the Rave Defendants violated the ADA by failing to make
 14 reasonable modifications in policies, practices, or procedures at the Rave
 15 Facility, when these modifications were necessary to afford (and would not
 16 fundamentally alter the nature of) these goods, services, facilities, or
 17 accommodations.

18 350. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
 19 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
 20 U.S.C. § 12205.

21 351. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
 22 relief) that the Rave Defendants violated the ADA in order to pursue damages
 23 under California's Unruh Civil Rights Act or Disabled Persons Act.

24 **XV. TENTH CLAIM**

25 **Disabled Persons Act**

26 **(The Rave Facility)**

27 352. Hubbard incorporates the allegations contained in paragraphs 1
 28 through 261 for this claim.

353. California Civil Code § 54 states, in part, that: Individuals with disabilities have the same right as the general public to the full and free use of the streets, sidewalks, walkways, public buildings and facilities, and other public places.

354. California Civil Code § 54.1 also states, in part, that: Individuals with disabilities shall be entitled to full and equal access to accommodations, facilities, telephone facilities, places of public accommodation, and other places to which the general public is invited.

355. Both sections specifically incorporate (by reference) an individual's rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

356. Here, the Rave Defendants discriminated against the physically disabled public—including Hubbard—by denying them full and equal access to the Rave Facility. The Rave Defendants also violated Hubbard’s rights under the ADA, and, therefore, infringed upon or violated (or both) Hubbard’s rights under the Disabled Persons Act.

357. For each offense of the Disabled Persons Act, Hubbard seeks actual damages (both general and special damages), statutory minimum damages of one thousand dollars (\$1,000), declaratory relief, and any other remedy available under California Civil Code § 54.3.

358. She also seeks to enjoin the Rave Defendants from violating the Disabled Persons Act (and ADA) under California Civil Code § 55, and to recover reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and 55.

XVI. ELEVENTH CLAIM

Unruh Civil Rights Act

(The Rave Facility)

359. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

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1 360. California Civil Code § 51 states, in part, that: All persons within
2 the jurisdiction of this state are entitled to the full and equal accommodations,
3 advantages, facilities, privileges, or services in all business establishments of
4 every kind whatsoever.

5 361. California Civil Code § 51.5 also states, in part, that: No business
6 establishment of any kind whatsoever shall discriminate against any person in
7 this state because of the disability of the person.

8 362. California Civil Code § 51(f) specifically incorporates (by
9 reference) an individual's rights under the ADA into the Unruh Act.

10 363. The Rave Defendants' aforementioned acts and omissions denied
11 the physically disabled public—including Hubbard—full and equal
12 accommodations, advantages, facilities, privileges and services in a business
13 establishment (because of their physical disability).

14 364. These acts and omissions (including the ones that violate the ADA)
15 denied, aided or incited a denial, or discriminated against Hubbard by violating
16 the Unruh Act.

17 365. Hubbard was damaged by the Rave Defendants' wrongful conduct,
18 and seeks statutory minimum damages of four thousand dollars (\$4,000) for each
19 offense.

20 366. Hubbard also seeks to enjoin the Rave Defendants from violating
21 the Unruh Act (and ADA), and recover reasonable attorneys' fees and costs
22 incurred under California Civil Code § 52(a).

23 XVII. TWELVTH CLAIM

24 **Denial of Full and Equal Access to Public Facilities**

25 (The Rave Facility)

26 367. Hubbard incorporates the allegations contained in paragraphs 1
27 through 261 for this claim.

1 368. Health and Safety Code § 19955(a) states, in part, that: California
2 public accommodations or facilities (built with private funds) shall adhere to the
3 provisions of Government Code § 4450.

4 369. Health and Safety Code § 19959 states, in part, that: Every existing
5 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
6 altered or structurally repaired, is required to comply with this chapter.

7 370. Hubbard alleges the Rave Facility is a public accommodation
8 constructed, altered, or repaired in a manner that violates Part 5.5 of the Health
9 and Safety Code or Government Code § 4450 (or both), and that the Rave
10 Facility was not exempt under Health and Safety Code § 19956.

11 371. The Rave Defendants' non-compliance with these requirements at
12 the Rave Facility aggrieved (or potentially aggrieved) Hubbard and other persons
13 with physical disabilities. Accordingly, he seeks injunctive relief and attorney
14 fees pursuant to Health and Safety Code § 19953.

15 XVIII. THIRTEENTH CLAIM

16 **Americans with Disabilities Act of 1990**

17 Denial of "Full and Equal" Enjoyment and Use

18 (The Finish Line Facility)

19 372. Hubbard incorporates the allegations contained in paragraphs 1
20 through 261 for this claim.

21 373. Title III of the ADA holds as a "general rule" that no individual
22 shall be discriminated against on the basis of disability in the full and equal
23 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
24 offered by any person who owns, operates, or leases a place of public
25 accommodation. 42 U.S.C. § 12182(a).

26 374. The Finish Line Defendants discriminated against Hubbard by
27 denying "full and equal enjoyment" and use of the goods, services, facilities,
28

1 privileges or accommodations of the Finish Line Facility during each visit and
2 each incident of deterrence.

3 Failure to Remove Architectural Barriers in an Existing Facility

4 375. The ADA specifically prohibits failing to remove architectural
5 barriers, which are structural in nature, in existing facilities where such removal
6 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
7 achievable” is defined as “easily accomplishable and able to be carried out
8 without much difficulty or expense.” *Id.* § 12181(9).

9 376. When an entity can demonstrate that removal of a barrier is not
10 readily achievable, a failure to make goods, services, facilities, or
11 accommodations available through alternative methods is also specifically
12 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

13 377. Here, Hubbard alleges that the Finish Line Defendants can easily
14 remove the architectural barriers at the Finish Line Facility without much
15 difficulty or expense, and that the Finish Line Defendants violated the ADA by
16 failing to remove those barriers, when it was readily achievable to do so.

17 378. In the alternative, if it was not “readily achievable” for the Finish
18 Line Defendants to remove the Finish Line Facility’s barriers, then the Finish
19 Line Defendants violated the ADA by failing to make the required services
20 available through alternative methods, which are readily achievable.

21 Failure to Design and Construct an Accessible Facility

22 379. On information and belief, the Finish Line Facility was designed or
23 constructed (or both) after January 26, 1992—independently triggering access
24 requirements under Title III of the ADA.

25 380. The ADA also prohibits designing and constructing facilities for
26 first occupancy after January 26, 1993, that aren’t readily accessible to, and
27 usable by, individuals with disabilities when it was structurally practicable to do
28 so. 42 U.S.C. § 12183(a)(1).

1 381. Here, the Finish Line Defendants violated the ADA by designing or
 2 constructing (or both) the Finish Line Facility in a manner that was not readily
 3 accessible to the physically disabled public—including Hubbard—when it was
 4 structurally practical to do so.⁶⁰

5 Failure to Make an Altered Facility Accessible

6 382. On information and belief, the Finish Line Facility was modified
 7 after January 26, 1992, independently triggering access requirements under the
 8 ADA.

9 383. The ADA also requires that facilities altered in a manner that affects
 10 (or could affect) its usability must be made readily accessible to individuals with
 11 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
 12 an area that contains a facility's primary function also requires adding making
 13 the paths of travel, bathrooms, telephones, and drinking fountains serving that
 14 area accessible to the maximum extent feasible. *Id.*

15 384. Here, the Finish Line Defendants altered the Finish Line Facility in
 16 a manner that violated the ADA and was not readily accessible to the physically
 17 disabled public—including Hubbard—to the maximum extent feasible.

18 Failure to Modify Existing Policies and Procedures

19 385. The ADA also requires reasonable modifications in policies,
 20 practices, or procedures, when necessary to afford such goods, services,
 21 facilities, or accommodations to individuals with disabilities, unless the entity
 22 can demonstrate that making such modifications would fundamentally alter their
 23 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

24 386. Here, the Finish Line Defendants violated the ADA by failing to
 25 make reasonable modifications in policies, practices, or procedures at the Finish
 26 Line Facility, when these modifications were necessary to afford (and would not
 27

28 ⁶⁰ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
 private attorney general under either state or federal statutes.

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1 fundamentally alter the nature of) these goods, services, facilities, or
2 accommodations.

3 387. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
4 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
5 U.S.C. § 12205.

6 388. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
7 relief) that the Finish Line Defendants violated the ADA in order to pursue
8 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

9 XIX. FOURTEENTH CLAIM

10 Disabled Persons Act

11 (The Finish Line Facility)

12 389. Hubbard incorporates the allegations contained in paragraphs 1
13 through 261 for this claim.

14 390. California Civil Code § 54 states, in part, that: Individuals with
15 disabilities have the same right as the general public to the full and free use of
16 the streets, sidewalks, walkways, public buildings and facilities, and other public
17 places.

18 391. California Civil Code § 54.1 also states, in part, that: Individuals
19 with disabilities shall be entitled to full and equal access to accommodations,
20 facilities, telephone facilities, places of public accommodation, and other places
21 to which the general public is invited.

22 392. Both sections specifically incorporate (by reference) an individual's
23 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

24 393. Here, the Finish Line Defendants discriminated against the
25 physically disabled public—including Hubbard—by denying them full and equal
26 access to the Finish Line Facility. The Finish Line Defendants also violated
27 Hubbard's rights under the ADA, and, therefore, infringed upon or violated (or
28 both) Hubbard's rights under the Disabled Persons Act.

394. For each offense of the Disabled Persons Act, Hubbard seeks actual damages (both general and special damages), statutory minimum damages of one thousand dollars (\$1,000), declaratory relief, and any other remedy available under California Civil Code § 54.3.

395. She also seeks to enjoin the Finish Line Defendants from violating the Disabled Persons Act (and ADA) under California Civil Code § 55, and to recover reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and 55.

XX. FIFTEENTH CLAIM

Unruh Civil Rights Act

(The Finish Line Facility)

396. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

397. California Civil Code § 51 states, in part, that: All persons within the jurisdiction of this state are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

398. California Civil Code § 51.5 also states, in part, that: No business establishment of any kind whatsoever shall discriminate against any person in this state because of the disability of the person.

399. California Civil Code § 51(f) specifically incorporates (by reference) an individual's rights under the ADA into the Unruh Act.

400. The Finish Line Defendants' aforementioned acts and omissions denied the physically disabled public—including Hubbard—full and equal accommodations, advantages, facilities, privileges and services in a business establishment (because of their physical disability).

1 401. These acts and omissions (including the ones that violate the ADA)
2 denied, aided or incited a denial, or discriminated against Hubbard by violating
3 the Unruh Act.

4 402. Hubbard was damaged by the Finish Line Defendants' wrongful
5 conduct, and seeks statutory minimum damages of four thousand dollars
6 (\$4,000) for each offense.

7 403. Hubbard also seeks to enjoin the Finish Line Defendants from
8 violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and
9 costs incurred under California Civil Code § 52(a).

10 XXI. SIXTEENTH CLAIM

11 **Denial of Full and Equal Access to Public Facilities**

12 (The Finish Line Facility)

13 404. Hubbard incorporates the allegations contained in paragraphs 1
14 through 261 for this claim.

15 405. Health and Safety Code § 19955(a) states, in part, that: California
16 public accommodations or facilities (built with private funds) shall adhere to the
17 provisions of Government Code § 4450.

18 406. Health and Safety Code § 19959 states, in part, that: Every existing
19 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
20 altered or structurally repaired, is required to comply with this chapter.

21 407. Hubbard alleges the Finish Line Facility is a public accommodation
22 constructed, altered, or repaired in a manner that violates Part 5.5 of the Health
23 and Safety Code or Government Code § 4450 (or both), and that the Finish Line
24 Facility was not exempt under Health and Safety Code § 19956.

25 408. The Finish Line Defendants' non-compliance with these
26 requirements at the Finish Line Facility aggrieved (or potentially aggrieved)
27 Hubbard and other persons with physical disabilities. Accordingly, she seeks
28 injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

1 XXII. SEVENTEENTH CLAIM
2 **Americans with Disabilities Act of 1990**
3 Denial of “Full and Equal” Enjoyment and Use
4 (The Rave Girl Facility)

5 409. Hubbard incorporates the allegations contained in paragraphs 1
6 through 261 for this claim.

7 410. Title III of the ADA holds as a “general rule” that no individual
8 shall be discriminated against on the basis of disability in the full and equal
9 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
10 offered by any person who owns, operates, or leases a place of public
11 accommodation. 42 U.S.C. § 12182(a).

12 411. The Rave Girl Defendants discriminated against Hubbard by
13 denying “full and equal enjoyment” and use of the goods, services, facilities,
14 privileges or accommodations of the Rave Girl Facility during each visit and
15 each incident of deterrence.

16 Failure to Remove Architectural Barriers in an Existing Facility

17 412. The ADA specifically prohibits failing to remove architectural
18 barriers, which are structural in nature, in existing facilities where such removal
19 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
20 achievable” is defined as “easily accomplishable and able to be carried out
21 without much difficulty or expense.” *Id.* § 12181(9).

22 413. When an entity can demonstrate that removal of a barrier is not
23 readily achievable, a failure to make goods, services, facilities, or
24 accommodations available through alternative methods is also specifically
25 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

26 414. Here, Hubbard alleges that the Rave Girl Defendants can easily
27 remove the architectural barriers at the Rave Girl Facility without much
28

1 difficulty or expense, and that the Rave Girl Defendants violated the ADA by
 2 failing to remove those barriers, when it was readily achievable to do so.

3 415. In the alternative, if it was not “readily achievable” for the Rave
 4 Girl Defendants to remove the Rave Girl Facility’s barriers, then the Rave Girl
 5 Defendants violated the ADA by failing to make the required services available
 6 through alternative methods, which are readily achievable.

7 Failure to Design and Construct an Accessible Facility

8 416. On information and belief, the Rave Girl Facility was designed or
 9 constructed (or both) after January 26, 1992—independently triggering access
 10 requirements under Title III of the ADA.

11 417. The ADA also prohibits designing and constructing facilities for
 12 first occupancy after January 26, 1993, that aren’t readily accessible to, and
 13 usable by, individuals with disabilities when it was structurally practicable to do
 14 so. 42 U.S.C. § 12183(a)(1).

15 418. Here, the Rave Girl Defendants violated the ADA by designing or
 16 constructing (or both) the Rave Girl Facility in a manner that was not readily
 17 accessible to the physically disabled public—including Hubbard—when it was
 18 structurally practical to do so.⁶¹

19 Failure to Make an Altered Facility Accessible

20 419. On information and belief, the Rave Girl Facility was modified after
 21 January 26, 1992, independently triggering access requirements under the ADA.

22 420. The ADA also requires that facilities altered in a manner that affects
 23 (or could affect) its usability must be made readily accessible to individuals with
 24 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
 25 an area that contains a facility’s primary function also requires adding making
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 28 ⁶¹ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
 private attorney general under either state or federal statutes.

1 the paths of travel, bathrooms, telephones, and drinking fountains serving that
2 area accessible to the maximum extent feasible. Id.

3 421. Here, the Rave Girl Defendants altered the Rave Girl Facility in a
4 manner that violated the ADA and was not readily accessible to the physically
5 disabled public—including Hubbard—to the maximum extent feasible.

6 Failure to Modify Existing Policies and Procedures

7 422. The ADA also requires reasonable modifications in policies,
8 practices, or procedures, when necessary to afford such goods, services,
9 facilities, or accommodations to individuals with disabilities, unless the entity
10 can demonstrate that making such modifications would fundamentally alter their
11 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

12 423. Here, the Rave Girl Defendants violated the ADA by failing to
13 make reasonable modifications in policies, practices, or procedures at the Rave
14 Girl Facility, when these modifications were necessary to afford (and would not
15 fundamentally alter the nature of) these goods, services, facilities, or
16 accommodations.

17 424. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
18 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
19 U.S.C. § 12205.

20 425. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
21 relief) that the Rave Girl Defendants violated the ADA in order to pursue
22 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

23 **XXIII. EIGHTEENTH CLAIM**

24 **Disabled Persons Act**

25 **(The Rave Girl Facility)**

26 426. Hubbard incorporates the allegations contained in paragraphs 1
27 through 261 for this claim.

1 427. California Civil Code § 54 states, in part, that: Individuals with
2 disabilities have the same right as the general public to the full and free use of
3 the streets, sidewalks, walkways, public buildings and facilities, and other public
4 places.

5 428. California Civil Code § 54.1 also states, in part, that: Individuals
6 with disabilities shall be entitled to full and equal access to accommodations,
7 facilities, telephone facilities, places of public accommodation, and other places
8 to which the general public is invited.

9 429. Both sections specifically incorporate (by reference) an individual's
10 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

11 430. Here, the Rave Girl Defendants discriminated against the physically
12 disabled public—including Hubbard—by denying them full and equal access to
13 the Rave Girl Facility. The Rave Girl Defendants also violated Hubbard's rights
14 under the ADA, and, therefore, infringed upon or violated (or both) Hubbard's
15 rights under the Disabled Persons Act.

16 431. For each offense of the Disabled Persons Act, Hubbard seeks actual
17 damages (both general and special damages), statutory minimum damages of one
18 thousand dollars (\$1,000), declaratory relief, and any other remedy available
19 under California Civil Code § 54.3.

20 432. She also seeks to enjoin the Rave Girl Defendants from violating the
21 Disabled Persons Act (and ADA) under California Civil Code § 55, and to
22 recover reasonable attorneys' fees and incurred under California Civil Code §§
23 54.3 and 55.

24 XXIV. NINETEENTH CLAIM

25 **Unruh Civil Rights Act**

26 (The Rave Girl Facility)

27 433. Hubbard incorporates the allegations contained in paragraphs 1
28 through 261 for this claim.

1 434. California Civil Code § 51 states, in part, that: All persons within
2 the jurisdiction of this state are entitled to the full and equal accommodations,
3 advantages, facilities, privileges, or services in all business establishments of
4 every kind whatsoever.

5 435. California Civil Code § 51.5 also states, in part, that: No business
6 establishment of any kind whatsoever shall discriminate against any person in
7 this state because of the disability of the person.

8 436. California Civil Code § 51(f) specifically incorporates (by
9 reference) an individual's rights under the ADA into the Unruh Act.

10 437. The Rave Girl Defendants' aforementioned acts and omissions
11 denied the physically disabled public—including Hubbard—full and equal
12 accommodations, advantages, facilities, privileges and services in a business
13 establishment (because of their physical disability).

14 438. These acts and omissions (including the ones that violate the ADA)
15 denied, aided or incited a denial, or discriminated against Hubbard by violating
16 the Unruh Act.

17 439. Hubbard was damaged by the Rave Girl Defendants' wrongful
18 conduct, and seeks statutory minimum damages of four thousand dollars
19 (\$4,000) for each offense.

20 440. Hubbard also seeks to enjoin the Rave Girl Defendants from
21 violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and
22 costs incurred under California Civil Code § 52(a).

23 XXV. TWENTIETH CLAIM

24 **Denial of Full and Equal Access to Public Facilities**

25 (The Rave Girl Facility)

26 441. Hubbard incorporates the allegations contained in paragraphs 1
27 through 261 for this claim.

1 442. Health and Safety Code § 19955(a) states, in part, that: California
2 public accommodations or facilities (built with private funds) shall adhere to the
3 provisions of Government Code § 4450.

4 443. Health and Safety Code § 19959 states, in part, that: Every existing
5 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
6 altered or structurally repaired, is required to comply with this chapter.

7 444. Hubbard alleges the Rave Girl Facility is a public accommodation
8 constructed, altered, or repaired in a manner that violates Part 5.5 of the Health
9 and Safety Code or Government Code § 4450 (or both), and that the Rave Girl
10 Facility was not exempt under Health and Safety Code § 19956.

11 445. The Rave Girl Defendants' non-compliance with these requirements
12 at the Rave Girl Facility aggrieved (or potentially aggrieved) Hubbard and other
13 persons with physical disabilities. Accordingly, he seeks injunctive relief and
14 attorney fees pursuant to Health and Safety Code § 19953.

15 XXVI. TWENTY-FIRST CLAIM

16 **Americans with Disabilities Act of 1990**

17 Denial of "Full and Equal" Enjoyment and Use

18 (The Vans Facility)

19 446. Hubbard incorporates the allegations contained in paragraphs 1
20 through 261 for this claim.

21 447. Title III of the ADA holds as a "general rule" that no individual
22 shall be discriminated against on the basis of disability in the full and equal
23 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
24 offered by any person who owns, operates, or leases a place of public
25 accommodation. 42 U.S.C. § 12182(a).

26 448. The Vans Defendants discriminated against Hubbard by denying
27 "full and equal enjoyment" and use of the goods, services, facilities, privileges or
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1 accommodations of the Vans Facility during each visit and each incident of
2 deterrence.

3 Failure to Remove Architectural Barriers in an Existing Facility

4 449. The ADA specifically prohibits failing to remove architectural
5 barriers, which are structural in nature, in existing facilities where such removal
6 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
7 achievable” is defined as “easily accomplishable and able to be carried out
8 without much difficulty or expense.” *Id.* § 12181(9).

9 450. When an entity can demonstrate that removal of a barrier is not
10 readily achievable, a failure to make goods, services, facilities, or
11 accommodations available through alternative methods is also specifically
12 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

13 451. Here, Hubbard alleges that the Vans Defendants can easily remove
14 the architectural barriers at the Vans Facility without much difficulty or expense,
15 and that the Vans Defendants violated the ADA by failing to remove those
16 barriers, when it was readily achievable to do so.

17 452. In the alternative, if it was not “readily achievable” for the Vans
18 Defendants to remove the Vans Facility’s barriers, then the Vans Defendants
19 violated the ADA by failing to make the required services available through
20 alternative methods, which are readily achievable.

21 Failure to Design and Construct an Accessible Facility

22 453. On information and belief, the Vans Facility was designed or
23 constructed (or both) after January 26, 1992—independently triggering access
24 requirements under Title III of the ADA.

25 454. The ADA also prohibits designing and constructing facilities for
26 first occupancy after January 26, 1993, that aren’t readily accessible to, and
27 usable by, individuals with disabilities when it was structurally practicable to do
28 so. 42 U.S.C. § 12183(a)(1).

1 455. Here, the Vans Defendants violated the ADA by designing or
 2 constructing (or both) the Vans Facility in a manner that was not readily
 3 accessible to the physically disabled public—including Hubbard—when it was
 4 structurally practical to do so.⁶²

5 Failure to Make an Altered Facility Accessible

6 456. On information and belief, the Vans Facility was modified after
 7 January 26, 1992, independently triggering access requirements under the ADA.

8 457. The ADA also requires that facilities altered in a manner that affects
 9 (or could affect) its usability must be made readily accessible to individuals with
 10 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
 11 an area that contains a facility's primary function also requires adding making
 12 the paths of travel, bathrooms, telephones, and drinking fountains serving that
 13 area accessible to the maximum extent feasible. Id.

14 458. Here, the Vans Defendants altered the Vans Facility in a manner
 15 that violated the ADA and was not readily accessible to the physically disabled
 16 public—including Hubbard—to the maximum extent feasible.

17 Failure to Modify Existing Policies and Procedures

18 459. The ADA also requires reasonable modifications in policies,
 19 practices, or procedures, when necessary to afford such goods, services,
 20 facilities, or accommodations to individuals with disabilities, unless the entity
 21 can demonstrate that making such modifications would fundamentally alter their
 22 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

23 460. Here, the Vans Defendants violated the ADA by failing to make
 24 reasonable modifications in policies, practices, or procedures at the Vans
 25 Facility, when these modifications were necessary to afford (and would not
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 28 ⁶² Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
 private attorney general under either state or federal statutes.

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1 fundamentally alter the nature of) these goods, services, facilities, or
2 accommodations.

3 461. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
4 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
5 U.S.C. § 12205.

6 462. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
7 relief) that the Vans Defendants violated the ADA in order to pursue damages
8 under California's Unruh Civil Rights Act or Disabled Persons Act.

9 XXVII. TWENTY-SECOND CLAIM

10 **Disabled Persons Act**

11 (The Vans Facility)

12 463. Hubbard incorporates the allegations contained in paragraphs 1
13 through 261 for this claim.

14 464. California Civil Code § 54 states, in part, that: Individuals with
15 disabilities have the same right as the general public to the full and free use of
16 the streets, sidewalks, walkways, public buildings and facilities, and other public
17 places.

18 465. California Civil Code § 54.1 also states, in part, that: Individuals
19 with disabilities shall be entitled to full and equal access to accommodations,
20 facilities, telephone facilities, places of public accommodation, and other places
21 to which the general public is invited.

22 466. Both sections specifically incorporate (by reference) an individual's
23 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

24 467. Here, the Vans Defendants discriminated against the physically
25 disabled public—including Hubbard—by denying them full and equal access to
26 the Vans Facility. The Vans Defendants also violated Hubbard's rights under the
27 ADA, and, therefore, infringed upon or violated (or both) Hubbard's rights under
28 the Disabled Persons Act.

1 468. For each offense of the Disabled Persons Act, Hubbard seeks actual
2 damages (both general and special damages), statutory minimum damages of one
3 thousand dollars (\$1,000), declaratory relief, and any other remedy available
4 under California Civil Code § 54.3.

5 He also seeks to enjoin the Vans Defendants from violating the Disabled
6 Persons Act (and ADA) under California Civil Code § 55, and to recover
7 reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and
8 55.

9 XXVIII. TWENTY-THIRD CLAIM

10 **Unruh Civil Rights Act**

11 (The Vans Facility)

12 469. Hubbard incorporates the allegations contained in paragraphs 1
13 through 261 for this claim.

14 470. California Civil Code § 51 states, in part, that: All persons within
15 the jurisdiction of this state are entitled to the full and equal accommodations,
16 advantages, facilities, privileges, or services in all business establishments of
17 every kind whatsoever.

18 471. California Civil Code § 51.5 also states, in part, that: No business
19 establishment of any kind whatsoever shall discriminate against any person in
20 this state because of the disability of the person.

21 472. California Civil Code § 51(f) specifically incorporates (by
22 reference) an individual's rights under the ADA into the Unruh Act.

23 473. The Vans Defendants' aforementioned acts and omissions denied
24 the physically disabled public—including Hubbard—full and equal
25 accommodations, advantages, facilities, privileges and services in a business
26 establishment (because of their physical disability).

1 474. These acts and omissions (including the ones that violate the ADA)
2 denied, aided or incited a denial, or discriminated against Hubbard by violating
3 the Unruh Act.

4 475. Hubbard was damaged by the Vans Defendants' wrongful conduct,
5 and seeks statutory minimum damages of four thousand dollars (\$4,000) for each
6 offense.

7 476. Hubbard also seeks to enjoin the Vans Defendants from violating
8 the Unruh Act (and ADA), and recover reasonable attorneys' fees and costs
9 incurred under California Civil Code § 52(a).

10 XXIX. TWENTY-FOURTH CLAIM

11 **Denial of Full and Equal Access to Public Facilities**

12 (The VANS Facility)

13 477. Hubbard incorporates the allegations contained in paragraphs 1
14 through 261 for this claim.

15 478. Health and Safety Code § 19955(a) states, in part, that: California
16 public accommodations or facilities (built with private funds) shall adhere to the
17 provisions of Government Code § 4450.

18 479. Health and Safety Code § 19959 states, in part, that: Every existing
19 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
20 altered or structurally repaired, is required to comply with this chapter.

21 480. Hubbard alleges the Vans Facility is a public accommodation
22 constructed, altered, or repaired in a manner that violates Part 5.5 of the Health
23 and Safety Code or Government Code § 4450 (or both), and that the Vans
24 Facility was not exempt under Health and Safety Code § 19956.

25 481. The Vans Defendants' non-compliance with these requirements at
26 the Vans Facility aggrieved (or potentially aggrieved) Hubbard and other persons
27 with physical disabilities. Accordingly, she seeks injunctive relief and attorney
28 fees pursuant to Health and Safety Code § 19953.

1 XXX. TWENTY-FIFTH CLAIM
2 **Americans with Disabilities Act of 1990**
3 Denial of "Full and Equal" Enjoyment and Use
4 (The House of Flava Facility)

5 482. Hubbard incorporates the allegations contained in paragraphs 1
6 through 261 for this claim.

7 483. Title III of the ADA holds as a "general rule" that no individual
8 shall be discriminated against on the basis of disability in the full and equal
9 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
10 offered by any person who owns, operates, or leases a place of public
11 accommodation. 42 U.S.C. § 12182(a).

12 484. The House of Flava Defendants discriminated against Hubbard by
13 denying "full and equal enjoyment" and use of the goods, services, facilities,
14 privileges or accommodations of the House of Flava Facility during each visit
15 and each incident of deterrence.

16 Failure to Remove Architectural Barriers in an Existing Facility

17 485. The ADA specifically prohibits failing to remove architectural
18 barriers, which are structural in nature, in existing facilities where such removal
19 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term "readily
20 achievable" is defined as "easily accomplishable and able to be carried out
21 without much difficulty or expense." *Id.* § 12181(9).

22 486. When an entity can demonstrate that removal of a barrier is not
23 readily achievable, a failure to make goods, services, facilities, or
24 accommodations available through alternative methods is also specifically
25 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

26 487. Here, Hubbard alleges that the House of Flava Defendants can
27 easily remove the architectural barriers at the House of Flava Facility without
28 much difficulty or expense, and that the House of Flava Defendants violated the

1 ADA by failing to remove those barriers, when it was readily achievable to do
2 so.

3 488. In the alternative, if it was not “readily achievable” for the House of
4 Flava Defendants to remove the House of Flava Facility’s barriers, then the
5 House of Flava Defendants violated the ADA by failing to make the required
6 services available through alternative methods, which are readily achievable.

7 Failure to Design and Construct an Accessible Facility

8 489. On information and belief, the House of Flava Facility was designed
9 or constructed (or both) after January 26, 1992—independently triggering access
10 requirements under Title III of the ADA.

11 490. The ADA also prohibits designing and constructing facilities for
12 first occupancy after January 26, 1993, that aren’t readily accessible to, and
13 usable by, individuals with disabilities when it was structurally practicable to do
14 so. 42 U.S.C. § 12183(a)(1).

15 491. Here, the House of Flava Defendants violated the ADA by
16 designing or constructing (or both) the House of Flava Facility in a manner that
17 was not readily accessible to the physically disabled public—including
18 Hubbard—when it was structurally practical to do so.⁶³

19 Failure to Make an Altered Facility Accessible

20 492. On information and belief, the House of Flava Facility was modified
21 after January 26, 1992, independently triggering access requirements under the
22 ADA.

23 493. The ADA also requires that facilities altered in a manner that affects
24 (or could affect) its usability must be made readily accessible to individuals with
25 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
26 an area that contains a facility’s primary function also requires adding making
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28 ⁶³ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a private attorney general under either state or federal statutes.

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1 the paths of travel, bathrooms, telephones, and drinking fountains serving that
2 area accessible to the maximum extent feasible. Id.

3 494. Here, the House of Flava Defendants altered the House of Flava
4 Facility in a manner that violated the ADA and was not readily accessible to the
5 physically disabled public—including Hubbard—to the maximum extent
6 feasible.

7 Failure to Modify Existing Policies and Procedures

8 495. The ADA also requires reasonable modifications in policies,
9 practices, or procedures, when necessary to afford such goods, services,
10 facilities, or accommodations to individuals with disabilities, unless the entity
11 can demonstrate that making such modifications would fundamentally alter their
12 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

13 496. Here, the House of Flava Defendants violated the ADA by failing to
14 make reasonable modifications in policies, practices, or procedures at the House
15 of Flava Facility, when these modifications were necessary to afford (and would
16 not fundamentally alter the nature of) these goods, services, facilities, or
17 accommodations.

18 497. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
19 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
20 U.S.C. § 12205.

21 498. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
22 relief) that the House of Flava Defendants violated the ADA in order to pursue
23 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

24 **XXXI. TWENTY-SIXTH CLAIM**

25 **Disabled Persons Act**

26 (The House of Flava Facility)

27 499. Hubbard incorporates the allegations contained in paragraphs 1
28 through 261 for this claim.

1 500. California Civil Code § 54 states, in part, that: Individuals with
2 disabilities have the same right as the general public to the full and free use of
3 the streets, sidewalks, walkways, public buildings and facilities, and other public
4 places.

5 501. California Civil Code § 54.1 also states, in part, that: Individuals
6 with disabilities shall be entitled to full and equal access to accommodations,
7 facilities, telephone facilities, places of public accommodation, and other places
8 to which the general public is invited.

9 502. Both sections specifically incorporate (by reference) an individual's
10 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

11 503. Here, the House of Flava Defendants discriminated against the
12 physically disabled public—including Hubbard—by denying them full and equal
13 access to the House of Flava Facility. The House of Flava Defendants also
14 violated Hubbard's rights under the ADA, and, therefore, infringed upon or
15 violated (or both) Hubbard's rights under the Disabled Persons Act.

16 504. For each offense of the Disabled Persons Act, Hubbard seeks actual
17 damages (both general and special damages), statutory minimum damages of one
18 thousand dollars (\$1,000), declaratory relief, and any other remedy available
19 under California Civil Code § 54.3.

20 He also seeks to enjoin the House of Flava Defendants from violating the
21 Disabled Persons Act (and ADA) under California Civil Code § 55, and to
22 recover reasonable attorneys' fees and incurred under California Civil Code §§
23 54.3 and 55.

24 XXXII. TWENTY-SEVENTH CLAIM

25 Unruh Civil Rights Act

26 (The House of Flava Facility)

27 505. Hubbard incorporates the allegations contained in paragraphs 1
28 through 261 for this claim.

1 506. California Civil Code § 51 states, in part, that: All persons within
2 the jurisdiction of this state are entitled to the full and equal accommodations,
3 advantages, facilities, privileges, or services in all business establishments of
4 every kind whatsoever.

5 507. California Civil Code § 51.5 also states, in part, that: No business
6 establishment of any kind whatsoever shall discriminate against any person in
7 this state because of the disability of the person.

8 508. California Civil Code § 51(f) specifically incorporates (by
9 reference) an individual's rights under the ADA into the Unruh Act.

10 509. The House of Flava Defendants' aforementioned acts and omissions
11 denied the physically disabled public—including Hubbard—full and equal
12 accommodations, advantages, facilities, privileges and services in a business
13 establishment (because of their physical disability).

14 510. These acts and omissions (including the ones that violate the ADA)
15 denied, aided or incited a denial, or discriminated against Hubbard by violating
16 the Unruh Act.

17 511. Hubbard was damaged by the House of Flava Defendants' wrongful
18 conduct, and seeks statutory minimum damages of four thousand dollars
19 (\$4,000) for each offense.

20 512. Hubbard also seeks to enjoin the House of Flava Defendants from
21 violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and
22 costs incurred under California Civil Code § 52(a).

23 XXXIII. TWENTY-EIGHTH CLAIM

24 **Denial of Full and Equal Access to Public Facilities**

25 (The House of Flava Facility)

26 513. Hubbard incorporates the allegations contained in paragraphs 1
27 through 261 for this claim.

1 514. Health and Safety Code § 19955(a) states, in part, that: California
2 public accommodations or facilities (built with private funds) shall adhere to the
3 provisions of Government Code § 4450.

4 515. Health and Safety Code § 19959 states, in part, that: Every existing
5 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
6 altered or structurally repaired, is required to comply with this chapter.

7 516. Hubbard alleges the House of Flava Facility is a public
8 accommodation constructed, altered, or repaired in a manner that violates Part
9 5.5 of the Health and Safety Code or Government Code § 4450 (or both), and
10 that the House of Flava Facility was not exempt under Health and Safety Code §
11 19956.

12 517. The House of Flava Defendants' non-compliance with these
13 requirements at the House of Flava Facility aggrieved (or potentially aggrieved)
14 Hubbard and other persons with physical disabilities. Accordingly, he seeks
15 injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

16 XXXIV. TWENTY-NINTH CLAIM

17 **Americans with Disabilities Act of 1990**

18 Denial of "Full and Equal" Enjoyment and Use

19 (The Johnny Rockets Facility)

20 518. Hubbard incorporates the allegations contained in paragraphs 1
21 through 261 for this claim.

22 519. Title III of the ADA holds as a "general rule" that no individual
23 shall be discriminated against on the basis of disability in the full and equal
24 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
25 offered by any person who owns, operates, or leases a place of public
26 accommodation. 42 U.S.C. § 12182(a).

27 520. The Johnny Rockets Defendants discriminated against Hubbard by
28 denying "full and equal enjoyment" and use of the goods, services, facilities,

1 privileges or accommodations of the Johnny Rockets Facility during each visit
2 and each incident of deterrence.

3 Failure to Remove Architectural Barriers in an Existing Facility

4 521. The ADA specifically prohibits failing to remove architectural
5 barriers, which are structural in nature, in existing facilities where such removal
6 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
7 achievable” is defined as “easily accomplishable and able to be carried out
8 without much difficulty or expense.” Id. § 12181(9).

9 522. When an entity can demonstrate that removal of a barrier is not
10 readily achievable, a failure to make goods, services, facilities, or
11 accommodations available through alternative methods is also specifically
12 prohibited if these methods are readily achievable. Id. § 12182(b)(2)(A)(v).

13 523. Here, Hubbard alleges that the Johnny Rockets Defendants can
14 easily remove the architectural barriers at the Johnny Rockets Facility without
15 much difficulty or expense, and that the Johnny Rockets Defendants violated the
16 ADA by failing to remove those barriers, when it was readily achievable to do
17 so.

18 524. In the alternative, if it was not “readily achievable” for the Johnny
19 Rockets Defendants to remove the Johnny Rockets Facility’s barriers, then the
20 Johnny Rockets Defendants violated the ADA by failing to make the required
21 services available through alternative methods, which are readily achievable.

22 Failure to Design and Construct an Accessible Facility

23 525. On information and belief, the Johnny Rockets Facility was
24 designed or constructed (or both) after January 26, 1992—independently
25 triggering access requirements under Title III of the ADA.

26 526. The ADA also prohibits designing and constructing facilities for
27 first occupancy after January 26, 1993, that aren’t readily accessible to, and
28

1 usable by, individuals with disabilities when it was structurally practicable to do
2 so. 42 U.S.C. § 12183(a)(1).

3 527. Here, the Johnny Rockets Defendants violated the ADA by
4 designing or constructing (or both) the Johnny Rockets Facility in a manner that
5 was not readily accessible to the physically disabled public—including
6 Hubbard—when it was structurally practical to do so.⁶⁴

7 Failure to Make an Altered Facility Accessible

8 528. On information and belief, the Johnny Rockets Facility was
9 modified after January 26, 1992, independently triggering access requirements
10 under the ADA.

11 529. The ADA also requires that facilities altered in a manner that affects
12 (or could affect) its usability must be made readily accessible to individuals with
13 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
14 an area that contains a facility's primary function also requires adding making
15 the paths of travel, bathrooms, telephones, and drinking fountains serving that
16 area accessible to the maximum extent feasible. Id.

17 530. Here, the Johnny Rockets Defendants altered the Johnny Rockets
18 Facility in a manner that violated the ADA and was not readily accessible to the
19 physically disabled public—including Hubbard—to the maximum extent
20 feasible.

21 Failure to Modify Existing Policies and Procedures

22 531. The ADA also requires reasonable modifications in policies,
23 practices, or procedures, when necessary to afford such goods, services,
24 facilities, or accommodations to individuals with disabilities, unless the entity
25 can demonstrate that making such modifications would fundamentally alter their
26 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

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28 ⁶⁴ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
private attorney general under either state or federal statutes.

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532. Here, the Johnny Rockets Defendants violated the ADA by failing to make reasonable modifications in policies, practices, or procedures at the Johnny Rockets Facility, when these modifications were necessary to afford (and would not fundamentally alter the nature of) these goods, services, facilities, or accommodations.

533. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive relief, attorney fees, costs, legal expense) for these aforementioned violations. 42 U.S.C. § 12205.

534. Hubbard also seeks a finding from this Court (*i.e.*, declaratory relief) that the Johnny Rockets Defendants violated the ADA in order to pursue damages under California's Unruh Civil Rights Act or Disabled Persons Act.

XXXV. THIRTIETH CLAIM

Disabled Persons Act

(The Johnny Rockets Facility)

535. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

536. California Civil Code § 54 states, in part, that: Individuals with disabilities have the same right as the general public to the full and free use of the streets, sidewalks, walkways, public buildings and facilities, and other public places.

537. California Civil Code § 54.1 also states, in part, that: Individuals with disabilities shall be entitled to full and equal access to accommodations, facilities, telephone facilities, places of public accommodation, and other places to which the general public is invited.

538. Both sections specifically incorporate (by reference) an individual's rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

539. Here, the Johnny Rockets Defendants discriminated against the physically disabled public—including Hubbard—by denying them full and equal

1 access to the Johnny Rockets Facility. The Johnny Rockets Defendants also
 2 violated Hubbard's rights under the ADA, and, therefore, infringed upon or
 3 violated (or both) Hubbard's rights under the Disabled Persons Act.

4 540. For each offense of the Disabled Persons Act, Hubbard seeks actual
 5 damages (both general and special damages), statutory minimum damages of one
 6 thousand dollars (\$1,000), declaratory relief, and any other remedy available
 7 under California Civil Code § 54.3.

8 541. She also seeks to enjoin the Johnny Rockets Defendants from
 9 violating the Disabled Persons Act (and ADA) under California Civil Code § 55,
 10 and to recover reasonable attorneys' fees and incurred under California Civil
 11 Code §§ 54.3 and 55.

12 XXXVI. THIRTY-FIRST CLAIM

13 Unruh Civil Rights Act

14 (The Johnny Rockets Facility)

15 542. Hubbard incorporates the allegations contained in paragraphs 1
 16 through 261 for this claim.

17 543. California Civil Code § 51 states, in part, that: All persons within
 18 the jurisdiction of this state are entitled to the full and equal accommodations,
 19 advantages, facilities, privileges, or services in all business establishments of
 20 every kind whatsoever.

21 544. California Civil Code § 51.5 also states, in part, that: No business
 22 establishment of any kind whatsoever shall discriminate against any person in
 23 this state because of the disability of the person.

24 545. California Civil Code § 51(f) specifically incorporates (by
 25 reference) an individual's rights under the ADA into the Unruh Act.

26 546. The Johnny Rockets Defendants' aforementioned acts and
 27 omissions denied the physically disabled public—including Hubbard—full and
 28

1 equal accommodations, advantages, facilities, privileges and services in a
2 business establishment (because of their physical disability).

3 547. These acts and omissions (including the ones that violate the ADA)
4 denied, aided or incited a denial, or discriminated against Hubbard by violating
5 the Unruh Act.

6 548. Hubbard was damaged by the Johnny Rockets Defendants'
7 wrongful conduct, and seeks statutory minimum damages of four thousand
8 dollars (\$4,000) for each offense.

9 549. Hubbard also seeks to enjoin the Johnny Rockets Defendants from
10 violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and
11 costs incurred under California Civil Code § 52(a).

12 XXXVII. THIRTY-SECOND CLAIM

13 **Denial of Full and Equal Access to Public Facilities**

14 (The Johnny Rockets Facility)

15 550. Hubbard incorporates the allegations contained in paragraphs 1
16 through 261 for this claim.

17 551. Health and Safety Code § 19955(a) states, in part, that: California
18 public accommodations or facilities (built with private funds) shall adhere to the
19 provisions of Government Code § 4450.

20 552. Health and Safety Code § 19959 states, in part, that: Every existing
21 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
22 altered or structurally repaired, is required to comply with this chapter.

23 553. Hubbard alleges the Johnny Rockets Facility is a public
24 accommodation constructed, altered, or repaired in a manner that violates Part
25 5.5 of the Health and Safety Code or Government Code § 4450 (or both), and
26 that the Johnny Rockets Facility was not exempt under Health and Safety Code §
27 19956.

1 554. The Johnny Rockets Defendants' non-compliance with these
2 requirements at the Johnny Rockets Facility aggrieved (or potentially aggrieved)
3 Hubbard and other persons with physical disabilities. Accordingly, she seeks
4 injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

5 XXXVIII. THIRTY-THIRD CLAIM

6 **Americans with Disabilities Act of 1990**

7 Denial of "Full and Equal" Enjoyment and Use

8 (The Applebee's Facility)

9 555. Hubbard incorporates the allegations contained in paragraphs 1
10 through 261 for this claim.

11 556. Title III of the ADA holds as a "general rule" that no individual
12 shall be discriminated against on the basis of disability in the full and equal
13 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
14 offered by any person who owns, operates, or leases a place of public
15 accommodation. 42 U.S.C. § 12182(a).

16 557. The Applebee's Defendants discriminated against Hubbard by
17 denying "full and equal enjoyment" and use of the goods, services, facilities,
18 privileges or accommodations of the Applebee's Facility during each visit and
19 each incident of deterrence.

20 Failure to Remove Architectural Barriers in an Existing Facility

21 558. The ADA specifically prohibits failing to remove architectural
22 barriers, which are structural in nature, in existing facilities where such removal
23 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term "readily
24 achievable" is defined as "easily accomplishable and able to be carried out
25 without much difficulty or expense." *Id.* § 12181(9).

26 559. When an entity can demonstrate that removal of a barrier is not
27 readily achievable, a failure to make goods, services, facilities, or
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1 accommodations available through alternative methods is also specifically
2 prohibited if these methods are readily achievable. Id. § 12182(b)(2)(A)(v).

3 560. Here, Hubbard alleges that the Applebee's Defendants can easily
4 remove the architectural barriers at the Applebee's Facility without much
5 difficulty or expense, and that the Applebee's Defendants violated the ADA by
6 failing to remove those barriers, when it was readily achievable to do so.

7 561. In the alternative, if it was not "readily achievable" for the
8 Applebee's Defendants to remove the Applebee's Facility's barriers, then the
9 Applebee's Defendants violated the ADA by failing to make the required
10 services available through alternative methods, which are readily achievable.

11 Failure to Design and Construct an Accessible Facility

12 562. On information and belief, the Applebee's Facility was designed or
13 constructed (or both) after January 26, 1992—independently triggering access
14 requirements under Title III of the ADA.

15 563. The ADA also prohibits designing and constructing facilities for
16 first occupancy after January 26, 1993, that aren't readily accessible to, and
17 usable by, individuals with disabilities when it was structurally practicable to do
18 so. 42 U.S.C. § 12183(a)(1).

19 564. Here, the Applebee's Defendants violated the ADA by designing or
20 constructing (or both) the Applebee's Facility in a manner that was not readily
21 accessible to the physically disabled public—including Hubbard—when it was
22 structurally practical to do so.⁶⁵

23 Failure to Make an Altered Facility Accessible

24 565. On information and belief, the Applebee's Facility was modified
25 after January 26, 1992, independently triggering access requirements under the
26 ADA.

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28 ⁶⁵ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
private attorney general under either state or federal statutes.

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1 566. The ADA also requires that facilities altered in a manner that affects
2 (or could affect) its usability must be made readily accessible to individuals with
3 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
4 an area that contains a facility's primary function also requires adding making
5 the paths of travel, bathrooms, telephones, and drinking fountains serving that
6 area accessible to the maximum extent feasible. Id.

7 567. Here, the Applebee's Defendants altered the Applebee's Facility in
8 a manner that violated the ADA and was not readily accessible to the physically
9 disabled public—including Hubbard—to the maximum extent feasible.

10 Failure to Modify Existing Policies and Procedures

11 568. The ADA also requires reasonable modifications in policies,
12 practices, or procedures, when necessary to afford such goods, services,
13 facilities, or accommodations to individuals with disabilities, unless the entity
14 can demonstrate that making such modifications would fundamentally alter their
15 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

16 569. Here, the Applebee's Defendants violated the ADA by failing to
17 make reasonable modifications in policies, practices, or procedures at the
18 Applebee's Facility, when these modifications were necessary to afford (and
19 would not fundamentally alter the nature of) these goods, services, facilities, or
20 accommodations.

21 570. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
22 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
23 U.S.C. § 12205.

24 571. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
25 relief) that the Applebee's Defendants violated the ADA in order to pursue
26 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

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XXXIX. THIRTY-FOURTH CLAIM

Disabled Persons Act

(The Applebee's Facility)

572. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

573. California Civil Code § 54 states, in part, that: Individuals with disabilities have the same right as the general public to the full and free use of the streets, sidewalks, walkways, public buildings and facilities, and other public places.

574. California Civil Code § 54.1 also states, in part, that: Individuals with disabilities shall be entitled to full and equal access to accommodations, facilities, telephone facilities, places of public accommodation, and other places to which the general public is invited.

575. Both sections specifically incorporate (by reference) an individual's rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

576. Here, the Applebee's Defendants discriminated against the physically disabled public—including Hubbard—by denying them full and equal access to the Applebee's Facility. The Applebee's Defendants also violated Hubbard's rights under the ADA, and, therefore, infringed upon or violated (or both) Hubbard's rights under the Disabled Persons Act.

577. For each offense of the Disabled Persons Act, Hubbard seeks actual damages (both general and special damages), statutory minimum damages of one thousand dollars (\$1,000), declaratory relief, and any other remedy available under California Civil Code § 54.3.

578. She also seeks to enjoin the Applebee's Defendants from violating the Disabled Persons Act (and ADA) under California Civil Code § 55, and to recover reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and 55.

XL. THIRTY-FIFTH CLAIM

Unruh Civil Rights Act

(The Applebee's Facility)

579. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

580. California Civil Code § 51 states, in part, that: All persons within the jurisdiction of this state are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

581. California Civil Code § 51.5 also states, in part, that: No business establishment of any kind whatsoever shall discriminate against any person in this state because of the disability of the person.

582. California Civil Code § 51(f) specifically incorporates (by reference) an individual's rights under the ADA into the Unruh Act.

583. The Applebee's Defendants' aforementioned acts and omissions denied the physically disabled public—including Hubbard—full and equal accommodations, advantages, facilities, privileges and services in a business establishment (because of their physical disability).

584. These acts and omissions (including the ones that violate the ADA) denied, aided or incited a denial, or discriminated against Hubbard by violating the Unruh Act.

585. Hubbard was damaged by the Applebee's Defendants' wrongful conduct, and seeks statutory minimum damages of four thousand dollars (\$4,000) for each offense.

586. Hubbard also seeks to enjoin the Applebee's Defendants from violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and costs incurred under California Civil Code § 52(a).

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1 XLI. THIRTY-SIXTH CLAIM

2 **Denial of Full and Equal Access to Public Facilities**

3 (The Applebee's Facility)

4 587. Hubbard incorporates the allegations contained in paragraphs 1
5 through 261 for this claim.

6 588. Health and Safety Code § 19955(a) states, in part, that: California
7 public accommodations or facilities (built with private funds) shall adhere to the
8 provisions of Government Code § 4450.

9 589. Health and Safety Code § 19959 states, in part, that: Every existing
10 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
11 altered or structurally repaired, is required to comply with this chapter.

12 590. Hubbard alleges the Applebee's Facility is a public accommodation
13 constructed, altered, or repaired in a manner that violates Part 5.5 of the Health
14 and Safety Code or Government Code § 4450 (or both), and that the Applebee's
15 Facility was not exempt under Health and Safety Code § 19956.

16 591. The Applebee's Defendants' non-compliance with these
17 requirements at the Applebee's Facility aggrieved (or potentially aggrieved)
18 Hubbard and other persons with physical disabilities. Accordingly, she seeks
19 injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

20 XLII. THIRTY-SEVENTH CLAIM

21 **Americans with Disabilities Act of 1990**

22 Denial of "Full and Equal" Enjoyment and Use

23 (The Motherhood Facility)

24 592. Hubbard incorporates the allegations contained in paragraphs 1
25 through 261 for this claim.

26 593. Title III of the ADA holds as a "general rule" that no individual
27 shall be discriminated against on the basis of disability in the full and equal
28 enjoyment (or use) of goods, services, facilities, privileges, and accommodations

1 offered by any person who owns, operates, or leases a place of public
2 accommodation. 42 U.S.C. § 12182(a).

3 594. The Motherhood Defendants discriminated against Hubbard by
4 denying “full and equal enjoyment” and use of the goods, services, facilities,
5 privileges or accommodations of the Motherhood Facility during each visit and
6 each incident of deterrence.

7 Failure to Remove Architectural Barriers in an Existing Facility

8 595. The ADA specifically prohibits failing to remove architectural
9 barriers, which are structural in nature, in existing facilities where such removal
10 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
11 achievable” is defined as “easily accomplishable and able to be carried out
12 without much difficulty or expense.” *Id.* § 12181(9).

13 596. When an entity can demonstrate that removal of a barrier is not
14 readily achievable, a failure to make goods, services, facilities, or
15 accommodations available through alternative methods is also specifically
16 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

17 597. Here, Hubbard alleges that the Motherhood Defendants can easily
18 remove the architectural barriers at the Motherhood Facility without much
19 difficulty or expense, and that the Motherhood Defendants violated the ADA by
20 failing to remove those barriers, when it was readily achievable to do so.

21 598. In the alternative, if it was not “readily achievable” for the
22 Motherhood Defendants to remove the Motherhood Facility’s barriers, then the
23 Motherhood Defendants violated the ADA by failing to make the required
24 services available through alternative methods, which are readily achievable.

25 Failure to Design and Construct an Accessible Facility

26 599. On information and belief, the Motherhood Facility was designed or
27 constructed (or both) after January 26, 1992—independently triggering access
28 requirements under Title III of the ADA.

1 600. The ADA also prohibits designing and constructing facilities for
2 first occupancy after January 26, 1993, that aren't readily accessible to, and
3 usable by, individuals with disabilities when it was structurally practicable to do
4 so. 42 U.S.C. § 12183(a)(1).

5 601. Here, the Motherhood Defendants violated the ADA by designing
6 or constructing (or both) the Motherhood Facility in a manner that was not
7 readily accessible to the physically disabled public—including Hubbard—when
8 it was structurally practical to do so.⁶⁶

9 Failure to Make an Altered Facility Accessible

10 602. On information and belief, the Motherhood Facility was modified
11 after January 26, 1992, independently triggering access requirements under the
12 ADA.

13 603. The ADA also requires that facilities altered in a manner that affects
14 (or could affect) its usability must be made readily accessible to individuals with
15 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
16 an area that contains a facility's primary function also requires adding making
17 the paths of travel, bathrooms, telephones, and drinking fountains serving that
18 area accessible to the maximum extent feasible. Id.

19 604. Here, the Motherhood Defendants altered the Motherhood Facility
20 in a manner that violated the ADA and was not readily accessible to the
21 physically disabled public—including Hubbard—to the maximum extent
22 feasible.

23 Failure to Modify Existing Policies and Procedures

24 605. The ADA also requires reasonable modifications in policies,
25 practices, or procedures, when necessary to afford such goods, services,
26 facilities, or accommodations to individuals with disabilities, unless the entity
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28 ⁶⁶ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a private attorney general under either state or federal statutes.

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1 can demonstrate that making such modifications would fundamentally alter their
2 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

3 606. Here, the Motherhood Defendants violated the ADA by failing to
4 make reasonable modifications in policies, practices, or procedures at the
5 Motherhood Facility, when these modifications were necessary to afford (and
6 would not fundamentally alter the nature of) these goods, services, facilities, or
7 accommodations.

8 607. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
9 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
10 U.S.C. § 12205.

11 608. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
12 relief) that the Motherhood Defendants violated the ADA in order to pursue
13 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

14 XLIII. THIRTY-EIGHTH CLAIM

15 **Disabled Persons Act**

16 (The Motherhood Facility)

17 609. Hubbard incorporates the allegations contained in paragraphs 1
18 through 261 for this claim.

19 610. California Civil Code § 54 states, in part, that: Individuals with
20 disabilities have the same right as the general public to the full and free use of
21 the streets, sidewalks, walkways, public buildings and facilities, and other public
22 places.

23 611. California Civil Code § 54.1 also states, in part, that: Individuals
24 with disabilities shall be entitled to full and equal access to accommodations,
25 facilities, telephone facilities, places of public accommodation, and other places
26 to which the general public is invited.

27 612. Both sections specifically incorporate (by reference) an individual's
28 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

613. Here, the Motherhood Defendants discriminated against the physically disabled public—including Hubbard—by denying them full and equal access to the Motherhood Facility. The Motherhood Defendants also violated Hubbard’s rights under the ADA, and, therefore, infringed upon or violated (or both) Hubbard’s rights under the Disabled Persons Act.

614. For each offense of the Disabled Persons Act, Hubbard seeks actual damages (both general and special damages), statutory minimum damages of one thousand dollars (\$1,000), declaratory relief, and any other remedy available under California Civil Code § 54.3.

615. She also seeks to enjoin the Motherhood Defendants from violating the Disabled Persons Act (and ADA) under California Civil Code § 55, and to recover reasonable attorneys' fees and incurred under California Civil Code §§ 54.3 and 55.

XLIV. THIRTY-NINTH CLAIM

Unruh Civil Rights Act

(The Motherhood Facility)

616. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

617. California Civil Code § 51 states, in part, that: All persons within the jurisdiction of this state are entitled to the full and equal accommodations, advantages, facilities, privileges, or services in all business establishments of every kind whatsoever.

618. California Civil Code § 51.5 also states, in part, that: No business establishment of any kind whatsoever shall discriminate against any person in this state because of the disability of the person.

619. California Civil Code § 51(f) specifically incorporates (by reference) an individual's rights under the ADA into the Unruh Act.

620. The Motherhood Defendants' aforementioned acts and omissions denied the physically disabled public—including Hubbard—full and equal accommodations, advantages, facilities, privileges and services in a business establishment (because of their physical disability).

621. These acts and omissions (including the ones that violate the ADA) denied, aided or incited a denial, or discriminated against Hubbard by violating the Unruh Act.

622. Hubbard was damaged by the Motherhood Defendants' wrongful conduct, and seeks statutory minimum damages of four thousand dollars (\$4,000) for each offense.

623. Hubbard also seeks to enjoin the Motherhood Defendants from violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and costs incurred under California Civil Code § 52(a).

XLV. FOURTIETH CLAIM

Denial of Full and Equal Access to Public Facilities

(The Motherhood Facility)

624. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

625. Health and Safety Code § 19955(a) states, in part, that: California public accommodations or facilities (built with private funds) shall adhere to the provisions of Government Code § 4450.

626. Health and Safety Code § 19959 states, in part, that: Every existing (non-exempt) public accommodation constructed prior to July 1, 1970, which is altered or structurally repaired, is required to comply with this chapter.

627. Hubbard alleges the Motherhood Facility is a public accommodation constructed, altered, or repaired in a manner that violates Part 5.5 of the Health and Safety Code or Government Code § 4450 (or both), and

1 that the Motherhood Facility was not exempt under Health and Safety Code §
2 19956.

3 628. The Motherhood Defendants' non-compliance with these
4 requirements at the Motherhood Facility aggrieved (or potentially aggrieved)
5 Hubbard and other persons with physical disabilities. Accordingly, she seeks
6 injunctive relief and attorney fees pursuant to Health and Safety Code § 19953.

7 **XLVI. FORTY-FIRST CLAIM**

8 **Americans with Disabilities Act of 1990**

9 Denial of "Full and Equal" Enjoyment and Use

10 (The Hollister Facility)

11 629. Hubbard incorporates the allegations contained in paragraphs 1
12 through 261 for this claim.

13 630. Title III of the ADA holds as a "general rule" that no individual
14 shall be discriminated against on the basis of disability in the full and equal
15 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
16 offered by any person who owns, operates, or leases a place of public
17 accommodation. 42 U.S.C. § 12182(a).

18 631. The Hollister Defendants discriminated against Hubbard by denying
19 "full and equal enjoyment" and use of the goods, services, facilities, privileges or
20 accommodations of the Hollister Facility during each visit and each incident of
21 deterrence.

22 Failure to Remove Architectural Barriers in an Existing Facility

23 632. The ADA specifically prohibits failing to remove architectural
24 barriers, which are structural in nature, in existing facilities where such removal
25 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term "readily
26 achievable" is defined as "easily accomplishable and able to be carried out
27 without much difficulty or expense." *Id.* § 12181(9).

633. When an entity can demonstrate that removal of a barrier is not readily achievable, a failure to make goods, services, facilities, or accommodations available through alternative methods is also specifically prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

634. Here, Hubbard alleges that the Hollister Defendants can easily remove the architectural barriers at the Hollister Facility without much difficulty or expense, and that the Hollister Defendants violated the ADA by failing to remove those barriers, when it was readily achievable to do so.

635. In the alternative, if it was not “readily achievable” for the Hollister Defendants to remove the Hollister Facility’s barriers, then the Hollister Defendants violated the ADA by failing to make the required services available through alternative methods, which are readily achievable.

Failure to Design and Construct an Accessible Facility

636. On information and belief, the Hollister Facility was designed or constructed (or both) after January 26, 1992—independently triggering access requirements under Title III of the ADA.

637. The ADA also prohibits designing and constructing facilities for first occupancy after January 26, 1993, that aren’t readily accessible to, and usable by, individuals with disabilities when it was structurally practicable to do so. 42 U.S.C. § 12183(a)(1).

638. Here, the Hollister Defendants violated the ADA by designing or constructing (or both) the Hollister Facility in a manner that was not readily accessible to the physically disabled public—including Hubbard—when it was structurally practical to do so.⁶⁷

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⁶⁷ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a private attorney general under either state or federal statutes.

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1 Failure to Make an Altered Facility Accessible

2 639. On information and belief, the Hollister Facility was modified after
3 January 26, 1992, independently triggering access requirements under the ADA.

4 640. The ADA also requires that facilities altered in a manner that affects
5 (or could affect) its usability must be made readily accessible to individuals with
6 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
7 an area that contains a facility's primary function also requires adding making
8 the paths of travel, bathrooms, telephones, and drinking fountains serving that
9 area accessible to the maximum extent feasible. Id.

10 641. Here, the Hollister Defendants altered the Hollister Facility in a
11 manner that violated the ADA and was not readily accessible to the physically
12 disabled public—including Hubbard—to the maximum extent feasible.

13 Failure to Modify Existing Policies and Procedures

14 642. The ADA also requires reasonable modifications in policies,
15 practices, or procedures, when necessary to afford such goods, services,
16 facilities, or accommodations to individuals with disabilities, unless the entity
17 can demonstrate that making such modifications would fundamentally alter their
18 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

19 643. Here, the Hollister Defendants violated the ADA by failing to make
20 reasonable modifications in policies, practices, or procedures at the Hollister
21 Facility, when these modifications were necessary to afford (and would not
22 fundamentally alter the nature of) these goods, services, facilities, or
23 accommodations.

24 644. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
25 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
26 U.S.C. § 12205.

1 645. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
2 relief) that the Hollister Defendants violated the ADA in order to pursue
3 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

4 XLVII. FORTY-SECOND CLAIM

5 **Disabled Persons Act**

6 (The Hollister Facility)

7 646. Hubbard incorporates the allegations contained in paragraphs 1
8 through 261 for this claim.

9 647. California Civil Code § 54 states, in part, that: Individuals with
10 disabilities have the same right as the general public to the full and free use of
11 the streets, sidewalks, walkways, public buildings and facilities, and other public
12 places.

13 648. California Civil Code § 54.1 also states, in part, that: Individuals
14 with disabilities shall be entitled to full and equal access to accommodations,
15 facilities, telephone facilities, places of public accommodation, and other places
16 to which the general public is invited.

17 649. Both sections specifically incorporate (by reference) an individual's
18 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

19 650. Here, the Hollister Defendants discriminated against the physically
20 disabled public—including Hubbard—by denying them full and equal access to
21 the Hollister Facility. The Hollister Defendants also violated Hubbard's rights
22 under the ADA, and, therefore, infringed upon or violated (or both) Hubbard's
23 rights under the Disabled Persons Act.

24 651. For each offense of the Disabled Persons Act, Hubbard seeks actual
25 damages (both general and special damages), statutory minimum damages of one
26 thousand dollars (\$1,000), declaratory relief, and any other remedy available
27 under California Civil Code § 54.3.

1 652. She also seeks to enjoin the Hollister Defendants from violating the
2 Disabled Persons Act (and ADA) under California Civil Code § 55, and to
3 recover reasonable attorneys' fees and incurred under California Civil Code §§
4 54.3 and 55.

5 XLVIII. FORTY-THIRD CLAIM

6 **Unruh Civil Rights Act**

7 (The Hollister Facility)

8 653. Hubbard incorporates the allegations contained in paragraphs 1
9 through 261 for this claim.

10 654. California Civil Code § 51 states, in part, that: All persons within
11 the jurisdiction of this state are entitled to the full and equal accommodations,
12 advantages, facilities, privileges, or services in all business establishments of
13 every kind whatsoever.

14 655. California Civil Code § 51.5 also states, in part, that: No business
15 establishment of any kind whatsoever shall discriminate against any person in
16 this state because of the disability of the person.

17 656. California Civil Code § 51(f) specifically incorporates (by
18 reference) an individual's rights under the ADA into the Unruh Act.

19 657. The Hollister Defendants' aforementioned acts and omissions
20 denied the physically disabled public—including Hubbard—full and equal
21 accommodations, advantages, facilities, privileges and services in a business
22 establishment (because of their physical disability).

23 658. These acts and omissions (including the ones that violate the ADA)
24 denied, aided or incited a denial, or discriminated against Hubbard by violating
25 the Unruh Act.

26 659. Hubbard was damaged by the Hollister Defendants' wrongful
27 conduct, and seeks statutory minimum damages of four thousand dollars
28 (\$4,000) for each offense.

1 660. Hubbard also seeks to enjoin the Hollister Defendants from
2 violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and
3 costs incurred under California Civil Code § 52(a).

4 XLIX. FORTY-FOURTH CLAIM

5 **Denial of Full and Equal Access to Public Facilities**

6 (The Hollister Facility)

7 661. Hubbard incorporates the allegations contained in paragraphs 1
8 through 261 for this claim.

9 662. Health and Safety Code § 19955(a) states, in part, that: California
10 public accommodations or facilities (built with private funds) shall adhere to the
11 provisions of Government Code § 4450.

12 663. Health and Safety Code § 19959 states, in part, that: Every existing
13 (non-exempt) public accommodation constructed prior to July 1, 1970, which is
14 altered or structurally repaired, is required to comply with this chapter.

15 664. Hubbard alleges the Hollister Facility is a public accommodation
16 constructed, altered, or repaired in a manner that violates Part 5.5 of the Health
17 and Safety Code or Government Code § 4450 (or both), and that the Hollister
18 Facility was not exempt under Health and Safety Code § 19956.

19 665. The Hollister Defendants' non-compliance with these requirements
20 at the Hollister Facility aggrieved (or potentially aggrieved) Hubbard and other
21 persons with physical disabilities. Accordingly, he seeks injunctive relief and
22 attorney fees pursuant to Health and Safety Code § 19953.

23 L. FORTY-FIFTH CLAIM

24 **Americans with Disabilities Act of 1990**

25 Denial of "Full and Equal" Enjoyment and Use

26 (The Forever 21 Facility)

27 666. Hubbard incorporates the allegations contained in paragraphs 1
28 through 261 for this claim.

1 667. Title III of the ADA holds as a “general rule” that no individual
2 shall be discriminated against on the basis of disability in the full and equal
3 enjoyment (or use) of goods, services, facilities, privileges, and accommodations
4 offered by any person who owns, operates, or leases a place of public
5 accommodation. 42 U.S.C. § 12182(a).

6 668. The Forever 21 Defendants discriminated against Hubbard by
7 denying “full and equal enjoyment” and use of the goods, services, facilities,
8 privileges or accommodations of the Forever 21 Facility during each visit and
9 each incident of deterrence.

10 Failure to Remove Architectural Barriers in an Existing Facility

11 669. The ADA specifically prohibits failing to remove architectural
12 barriers, which are structural in nature, in existing facilities where such removal
13 is readily achievable. 42 U.S.C. § 12182(b)(2)(A)(iv). The term “readily
14 achievable” is defined as “easily accomplishable and able to be carried out
15 without much difficulty or expense.” *Id.* § 12181(9).

16 670. When an entity can demonstrate that removal of a barrier is not
17 readily achievable, a failure to make goods, services, facilities, or
18 accommodations available through alternative methods is also specifically
19 prohibited if these methods are readily achievable. *Id.* § 12182(b)(2)(A)(v).

20 671. Here, Hubbard alleges that the Forever 21 Defendants can easily
21 remove the architectural barriers at the Forever 21 Facility without much
22 difficulty or expense, and that the Forever 21 Defendants violated the ADA by
23 failing to remove those barriers, when it was readily achievable to do so.

24 672. In the alternative, if it was not “readily achievable” for the Forever
25 21 Defendants to remove the Forever 21 Facility’s barriers, then the Forever 21
26 Defendants violated the ADA by failing to make the required services available
27 through alternative methods, which are readily achievable.

28 ///

1 Failure to Design and Construct an Accessible Facility

2 673. On information and belief, the Forever 21 Facility was designed or
3 constructed (or both) after January 26, 1992—independently triggering access
4 requirements under Title III of the ADA.

5 674. The ADA also prohibits designing and constructing facilities for
6 first occupancy after January 26, 1993, that aren't readily accessible to, and
7 usable by, individuals with disabilities when it was structurally practicable to do
8 so. 42 U.S.C. § 12183(a)(1).

9 675. Here, the Forever 21 Defendants violated the ADA by designing or
10 constructing (or both) the Forever 21 Facility in a manner that was not readily
11 accessible to the physically disabled public—including Hubbard—when it was
12 structurally practical to do so.⁶⁸

13 Failure to Make an Altered Facility Accessible

14 676. On information and belief, the Forever 21 Facility was modified
15 after January 26, 1992, independently triggering access requirements under the
16 ADA.

17 677. The ADA also requires that facilities altered in a manner that affects
18 (or could affect) its usability must be made readily accessible to individuals with
19 disabilities to the maximum extent feasible. 42 U.S.C. § 12183(a)(2). Altering
20 an area that contains a facility's primary function also requires adding making
21 the paths of travel, bathrooms, telephones, and drinking fountains serving that
22 area accessible to the maximum extent feasible. Id.

23 678. Here, the Forever 21 Defendants altered the Forever 21 Facility in a
24 manner that violated the ADA and was not readily accessible to the physically
25 disabled public—including Hubbard—to the maximum extent feasible.

26 ///

27
28 ⁶⁸ Nothing within this Complaint should be construed as an allegation that plaintiff is bringing this action as a
private attorney general under either state or federal statutes.

Hubbard v. Plaza Bonita, LP, et al.

Plaintiff's Complaint

1 Failure to Modify Existing Policies and Procedures

2 679. The ADA also requires reasonable modifications in policies,
3 practices, or procedures, when necessary to afford such goods, services,
4 facilities, or accommodations to individuals with disabilities, unless the entity
5 can demonstrate that making such modifications would fundamentally alter their
6 nature. 42 U.S.C. § 12182(b)(2)(A)(ii).

7 680. Here, the Forever 21 Defendants violated the ADA by failing to
8 make reasonable modifications in policies, practices, or procedures at the
9 Forever 21 Facility, when these modifications were necessary to afford (and
10 would not fundamentally alter the nature of) these goods, services, facilities, or
11 accommodations.

12 681. Hubbard seeks all relief available under the ADA (*i.e.*, injunctive
13 relief, attorney fees, costs, legal expense) for these aforementioned violations. 42
14 U.S.C. § 12205.

15 682. Hubbard also seeks a finding from this Court (*i.e.*, declaratory
16 relief) that the Forever 21 Defendants violated the ADA in order to pursue
17 damages under California's Unruh Civil Rights Act or Disabled Persons Act.

18 **LI. FORTY-SIXTH CLAIM**

19 **Disabled Persons Act**

20 (The Forever 21 Facility)

21 683. Hubbard incorporates the allegations contained in paragraphs 1
22 through 261 for this claim.

23 684. California Civil Code § 54 states, in part, that: Individuals with
24 disabilities have the same right as the general public to the full and free use of
25 the streets, sidewalks, walkways, public buildings and facilities, and other public
26 places.

27 685. California Civil Code § 54.1 also states, in part, that: Individuals
28 with disabilities shall be entitled to full and equal access to accommodations,

1 facilities, telephone facilities, places of public accommodation, and other places
2 to which the general public is invited.

3 686. Both sections specifically incorporate (by reference) an individual's
4 rights under the ADA. See Civil Code §§ 54(c) and 54.1(d).

5 687. Here, the Forever 21 Defendants discriminated against the
6 physically disabled public—including Hubbard—by denying them full and equal
7 access to the Forever 21 Facility. The Forever 21 Defendants also violated
8 Hubbard's rights under the ADA, and, therefore, infringed upon or violated (or
9 both) Hubbard's rights under the Disabled Persons Act.

10 688. For each offense of the Disabled Persons Act, Hubbard seeks actual
11 damages (both general and special damages), statutory minimum damages of one
12 thousand dollars (\$1,000), declaratory relief, and any other remedy available
13 under California Civil Code § 54.3.

14 He also seeks to enjoin the Forever 21 Defendants from violating the
15 Disabled Persons Act (and ADA) under California Civil Code § 55, and to
16 recover reasonable attorneys' fees and incurred under California Civil Code §§
17 54.3 and 55.

18 LII. FORTY-SEVENTH CLAIM

19 Unruh Civil Rights Act

20 (The Forever 21 Facility)

21 689. Hubbard incorporates the allegations contained in paragraphs 1
22 through 261 for this claim.

23 690. California Civil Code § 51 states, in part, that: All persons within
24 the jurisdiction of this state are entitled to the full and equal accommodations,
25 advantages, facilities, privileges, or services in all business establishments of
26 every kind whatsoever.

691. California Civil Code § 51.5 also states, in part, that: No business establishment of any kind whatsoever shall discriminate against any person in this state because of the disability of the person.

692. California Civil Code § 51(f) specifically incorporates (by reference) an individual's rights under the ADA into the Unruh Act.

693. The Forever 21 Defendants' aforementioned acts and omissions denied the physically disabled public—including Hubbard—full and equal accommodations, advantages, facilities, privileges and services in a business establishment (because of their physical disability).

694. These acts and omissions (including the ones that violate the ADA) denied, aided or incited a denial, or discriminated against Hubbard by violating the Unruh Act.

695. Hubbard was damaged by the Forever 21 Defendants' wrongful conduct, and seeks statutory minimum damages of four thousand dollars (\$4,000) for each offense.

696. Hubbard also seeks to enjoin the Forever 21 Defendants from violating the Unruh Act (and ADA), and recover reasonable attorneys' fees and costs incurred under California Civil Code § 52(a).

LIII. FORTY-EIGHTH CLAIM

Denial of Full and Equal Access to Public Facilities

(The Forever 21 Facility)

697. Hubbard incorporates the allegations contained in paragraphs 1 through 261 for this claim.

698. Health and Safety Code § 19955(a) states, in part, that: California public accommodations or facilities (built with private funds) shall adhere to the provisions of Government Code § 4450.